



**REQUEST FOR QUALIFICATIONS**

**FOR**

**CHILD CARE CENTER OPERATOR FOR THE  
LOS ANGELES COUNTY FACILITY IN HAWTHORNE**

Prepared by:

Los Angeles County  
Department of Public Social Services  
Contract Management Division  
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City of Industry, CA 91746-3411

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RFQ CMD-05-01

*"To Enrich Lives Through Effective and Caring Service"*

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# **LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES REQUEST FOR QUALIFICATIONS (RFQ) FOR CHILD CARE OPERATOR SERVICES**

## **PREAMBLE**

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan, which includes the five following goals: 1) Service Excellence, 2) Workforce Excellence, 3) Organizational Effectiveness, 4) Fiscal Responsibility, and 5) Children and Families' Well-Being. Improving the well being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system.

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": Wherever a family enters the systems is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The COUNTY service system is flexible, able to respond to service demands for both the countywide population and specific population groups.
- The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer services and satisfaction evaluation, and revenue maximization.

- COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless services delivery system.
- The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve and COUNTY's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

**The County of Los Angeles Health and Human Service Departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.**

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Services providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and services information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

### Services Environment

Services providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards providing services.

## **1.0 BACKGROUND**

The COUNTY government, with an employee workforce of approximately 90,000 staff, plays a major role in determining the quality of life of its residents by providing a variety of services. The COUNTY offers its employees an array of child care support services. The most direct form of support is provided via the COUNTY child care centers located throughout the COUNTY. By offering child care to its employees, the task of performing the duties so vital to the residents of the COUNTY can be carried out by working parents who are confident that their children are receiving high quality child care. This confidence creates a work environment where parents can concentrate on the chief goal of providing the best possible services to the residents of the COUNTY.

Services must be provided in accordance with all requirements outlined in the Statement of Work and Technical Exhibits (Attachment A to this RFQ) and Sample Contract (Attachment B to this RFQ).

### **1.1 OVERVIEW OF SOLICITATION DOCUMENT**

This RFQ describes the specific services, minimum proposal requirements, proposal instructions, and proposal evaluation methodology required by the COUNTY of Los Angeles, Department of Public Social Services (DPSS). Proposers are encouraged to read this RFQ carefully and follow all instructions set forth hereunder when submitting their proposals to ensure proper consideration is given to the submitted proposals.

## **2.0 GENERAL INFORMATION**

### **2.1 MINIMUM QUALIFICATIONS**

The Los Angeles County Department of Public Social Services (hereinafter DPSS) is soliciting Statements of Qualifications (hereinafter Qualifications) from agencies that are: (1) licensed and qualified to provide child care services for a five-year period, and (2) interested in contracting with the County of Los Angeles (hereinafter COUNTY), to manage and operate a County sponsored child care center (hereinafter "Center") located at 4300 A W. 120<sup>th</sup> Street, Hawthorne, CA 90251. The proposed center capacity is (12) infants, (12) toddlers, (64) preschoolers, and (12) kindergarten/school age for a total of 100. The center must be operational no later than sixty (60) days after an operator has been selected.

The agency/individual/entity must currently be licensed by the State of California to provide child care services in a licensed child care center and must be reasonably certain licensure will be issued to provide care for one-hundred (100). The agency/individual/entity must be able to provide staff as



specified in Section 1.3, of the Statement of Work, Education Experience Requirements, and meet all requirements of California Code of Regulations (hereinafter "CCR"), Title 22 Re: Director Requirements.

Agencies that meet the above minimum qualifications and experience in providing child care for infant, toddler, preschool-aged, and kindergarten/school age children are invited to submit their Qualifications in response to this RFQ.

## **2.2 ELIGIBLE ENROLLEES**

County employees, CalWORKs participants, and other children as designated by DPSS may apply to enroll their children at this Center. Child care fees will be paid directly to the Center. The Agreement between the County and the agency selected for operation of the Center will be non-financial.

## **2.3 PROVIDED BY COUNTY**

The COUNTY will provide the selected agency with the following: fully-furnished center, rent and utility-free use of space (for slots utilized by DPSS employees, CalWORKs participants, and other children as designated by COUNTY); and custodial services at the center, as detailed in the Statement of Work and Technical Exhibits, Attachment A, to this Request for Qualifications (hereinafter "RFQ"). Additionally, start-up and ongoing costs (excluding costs for staffing and training) will be provided and paid by COUNTY directly to the selected equipment vendor.

## **2.4 TOUR OF CENTER AND QUESTION & ANSWERS**

A one-time only tour of the Center will be conducted on April 5, 2005, at 10:00 a.m. with a question and answer session to be held immediately after, at 4300 A W. 120<sup>th</sup> Street, Hawthorne, CA 90251, scheduled to begin at 11:00 a.m. Agencies who are interested in participating may contact Cathy Robinson, County Contract Administrator, via e-mail at [crobinson@ladpss.org](mailto:crobinson@ladpss.org) or at (562) 908-3034 between the hours of 7:00 a.m. to 4:00 p.m. by March 31, 2005, to register to attend.

The COUNTY is responsible only for that which is expressly stated in this RFQ and any addenda thereto in writing. The COUNTY is not responsible for and will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **2.5 COUNTY RIGHTS AND RESPONSIBILITIES**

The COUNTY has the right to amend the RFQ by written addendum. The COUNTY is responsible only for that which is expressly stated in the solicitation document and any authorized addenda hereto. The COUNTY is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## **2.6 CONTRACT TERM**

The proposed Contract term shall be for a period of five (5) years. The Contract is projected to commence July 18, 2005, or one day following Board approval, whichever is later. Attachment B, Sample Contract, provides additional information regarding the proposed contract term.

## **2.7 COUNTY OPTION TO REJECT ALL PROPOSALS**

The COUNTY may, at its sole discretion, reject any or all proposals submitted in response to this RFQ. The COUNTY shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal (as cited in Los Angeles County Code, Section 2.121.290).

Additionally, the COUNTY reserves the right to waive inconsequential disparities in a submitted proposal.

## **2.8 PROTEST PROCESS**

Any actual or prospective proposer may file a protest in connection with the solicitation or award or a Board-approved service contract. It is generally accepted that the proposer challenging the decision of a COUNTY department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

Throughout the review process, the COUNTY has no obligation to delay or otherwise postpone an award of contract based on a proposer's protest. In all cases, the COUNTY reserves the right to make an award when it is determined to be in the best interest of the COUNTY of Los Angeles to do so.

### **2.8.1 Grounds for Review**

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to the following:

- Review of Solicitation Requirements
- Review of a Disqualified Proposal
- Review of Department's Proposed Contractor Selection

The following describes the procedures to be followed for each of these areas.

#### 2.8.2 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirement Review by submitting a written request for review (Attachment L) to the department conducting the solicitation. A Solicitation Requirements Review shall only be granted under the following circumstances:

- .1 The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
- .2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
- .3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- .4 The request for a Solicitation Requirements Review asserts that either:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the proposer; or
  - b. due to unclear instructions, the process may result in the COUNTY not receiving the best possible responses from the proposers.

Whenever possible, the Solicitation Requirements Review should be performed by one or more departmental representatives with services contracting knowledge or experience, which were not associated with the solicitation.

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the proposer, in writing, within a reasonable time prior to the proposal due date.

### 2.8.3 Disqualification Review

A proposal may be disqualified from consideration because a department determined it was a non-responsive proposal at any time during the review/evaluation process. If a department determines that a proposal is disqualified due to non-responsiveness, the department shall notify the proposer in writing.

Upon receipt of the written determination of non-responsiveness, the proposer may submit a written request for Disqualification Review (Attachment M) by the date specified. Request for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

- .1 The firm/person requesting a Disqualification Review is a proposer;
- .2 The request for a Disqualification Review is submitted timely; and
- .3 The request for a Disqualification Review asserts that the department's determination of disqualification due to proposal non-responsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the proposer, in writing, prior to the conclusion of the evaluation process.

### 2.8.4 Department's Proposed Contractor Selection Review

#### .1 Department Debriefing Process

Upon completion of the evaluation, and prior to entering negotiations with the selected proposer, the department shall notify the remaining proposers in writing that the department is entering into negotiations with another proposer. Upon receipt of the letter, the proposer may submit a written request for a debriefing within the time specified in the letter. A debriefing will not be provided unless the request is submitted within the timeframe specified.

The purpose of the debriefing is to compare the proposer's response to the solicitation document with the evaluation document. The proposer shall be debriefed only on its response. Because the contract process has not been completed, responses from other proposers shall not be discussed.

If the proposer is not satisfied with the results of the debriefing, it may, within five (5) business days of the debriefing, request a review on the grounds and in the manner set forth before for review of the department's recommendation for contract award.

## .2 Proposed Contractor Selection Review

The proposer may submit a written request for a Proposed Contractor Selection Review (Attachment N) if they assert that their bid/proposal should have been determined to be the lowest cost, responsive and responsible bid or the highest-scored proposal because of one of the following reasons:

- a. The department materially failed to follow procedures specified in its solicitation document. This includes:
  - Failure to correctly apply the standards for reviewing the proposal format requirements.
  - Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
  - Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
- b. The department made identifiable mathematical or other errors in evaluating proposals, resulting in the proposer receiving an incorrect score and not being selected as the recommended Contractor.
- c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- d. Another basis for review as provided by state or federal law.

Upon completing the Proposed Contractor Selection Review, the department representative shall issue a written decision to the proposer within a reasonable time following receipt of the request

for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

#### **2.8.5 County Review Panel Process**

If the proposer is not in agreement with the results of the department's Proposed Contractor Selection Review, the proposer may submit a written request for a review by a County Review Panel (Attachment O).

Upon completion of the Panel's Review, the Panel will forward its report to the department, which will provide a copy to the proposer.

#### **2.8.6 Contact/Address for Protest Requests**

Protests should be submitted in writing to:

**Ida L. Rivera, Chief  
Contract Management Division  
Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411**

### **2.9 FORMAL BOARD APPROVAL OF CONTRACT**

Notwithstanding a recommendation of a department, agency individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interest of the COUNTY. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

### **2.10 CONTACT WITH COUNTY PERSONNEL**

Any contact with COUNTY personnel regarding this RFQ or any matter related thereto must be in writing and limited to:

**Cathy Robinson, County Contract Administrator  
Contract Management Section II  
Department of Public Social Services  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411**

All potential proposers are specifically directed not to contact any other COUNTY personnel regarding the RFQ.

## **2.11 OPENING OF PROPOSALS**

Proposals will not be opened prior to the due date for receipt of proposals, nor will the proposals be publicly opened.

## **2.12 NOTICE TO PROPOSERS REGARDING THE PUBLIC RECORDS ACT**

All proposals in response to the solicitation document shall become the exclusive property of the COUNTY of Los Angeles. Upon recommendation of award of a contract(s), if any, to the Board of Supervisors, and if such recommendation appears on the Board Agenda, all proposals shall become a matter of public record and shall be regarded as public records with the exception of those parts of each proposal which are defined by the Proposer as business or trade secrets, and each page must be plainly marked as "Trade Secret," "Confidential," or "Proprietary."

The COUNTY shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

## **2.13 CHANGES IN PROGRAM REQUIREMENTS/REGULATIONS**

Policies/procedures stated in this RFQ are subject to change based on changes in program requirements and regulations. Written notification will be provided if there is any such change.

## **2.14 DETERMINATION OF PROPOSER RESPONSIBILITY**

- 2.14.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible Contractors.
- 2.14.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, the COUNTY may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 2.14.3 The COUNTY may declare a Proposer to be non-responsible for purposes of this Contract of the Board of Supervisors, in its discretion, finds that the Proposer had done any of the following: 1) violated a term of a contract with the COUNTY or a non-profit corporation created by the COUNTY; 2) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a non-profit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or omission which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.
- 2.14.4 If there is evidence that the highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence that is the basis for the Department's recommendation.
- 2.14.5 If the Proposer presents evidence of rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.



2.14.6 These terms shall also apply to proposed subcontractors or Proposers on COUNTY contracts.

## **2.15 PROPOSER DEBARMENT**

2.15.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, the COUNTY may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate all of the Proposer's existing contracts with the COUNTY, if the Board of Supervisors finds, in its discretion, that the Proposer has done an of the following: 1) Violated a term of a contract with the COUNTY or a non-profit corporation created by the COUNTY, 2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a non-profit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the COUNTY or any other public entity.

2.15.2 If there is evidence that the highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence that is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2.15.3 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

2.15.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, and adopt the proposed decision and the recommendation of the Contractor Hearing Board.

2.15.5 These terms shall also apply to proposed subcontractors of Proposers on COUNTY contracts.

2.15.6 A list of currently debarred contractors may be found in Attachment P.

## **2.16 BACKGROUND AND SECURITY INVESTIGATIONS**

Background and security investigations of Contractor staff will be required as a condition of beginning and continuing work under any resulting contract. The cost of background checks is the responsibility of the Contractor.

## **2.17 COUNTY POLICIES AND PROGRAMS**

### **2.17.1 COUNTY of Los Angeles Lobbyist Ordinance**

The COUNTY has enacted ordinance regulating the activities or persons who lobby COUNTY officials.

This Ordinance, referred to as the “Lobbyist Ordinance,” defines a COUNTY lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the Ordinance can be found in COUNTY Code Chapter 2.160.

In effect, each person, corporation, or other entity that seeks a COUNTY permit, license, franchise, or contract must certify compliance with the Ordinance.

As part of this solicitation process, it is the responsibility of each proposer to review the Ordinance independently as the text of said Ordinance is not contained within this RFQ. Thereafter, each person, corporation, or other entity submitting a response to this proposal must certify that each COUNTY lobbyist, as defined by Los Angeles COUNTY Code Section 2.160.101, that is retained by the proposer is in full compliance with Chapter 2.160 of the COUNTY Code. The proposer shall sign the form entitled, “Familiarity of the COUNTY Lobbyist Ordinance Certification,” Attachment K, hereunder.

### **2.17.2 Gratuities**

It is improper for any COUNTY officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the Proposer’s provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer’s failure to provide such consideration may negatively affect the COUNTY’s consideration

of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a COUNTY officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Proposer shall immediately report any attempt by a COUNTY officer, employee or agent to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### 2.17.3 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment.

Proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers shall complete and return the form, "Attestation of Willingness to Consider GAIN/GROW Participants," Attachment D4, hereunder with their proposal.

#### 2.17.4 Federal Earned Income Tax Credit

The Contractor and/or its employees may be eligible to apply for the Federal Earned Income Tax Credit and receive up to \$3,756 a year.

This federal tax credit may be available to a family with two or more children with earnings of \$4,500 to \$15,000 and may receive the benefits by check or receive an advance up to six (6) months credit from the IRS upon filing a tax return. The Contractor shall notify all employees of this benefit by providing IRS Notice 1015 set forth in

Attachment Q.

2.17.5 Indemnification and Insurance and SPARTA

The Contractor shall procure and maintain, and provide to the COUNTY, proof of insurance coverage for all the programs of insurance, along with associated amounts specified in the RFQ, Attachment B, Sample Contract. The Proposer agrees to comply with the indemnification provisions specified in this RFQ, Sample Contract, Paragraphs 35 and 35.

A COUNTY program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. For additional information, Proposers may call (800) 420-0555 or access their website at [www.2sparta.com](http://www.2sparta.com).

2.17.6 Community Business Enterprise Participation

The COUNTY has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises.

The COUNTY has established an aspirational goal that twenty-five percent (25%) of all COUNTY contract dollars shall go to certified CBEs.

The Contractor shall document the good faith efforts it had taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under the contract.

The COUNTY strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the COUNTY.

2.17.7 Mandatory Requirement to Register on COUNTY's WebVen

Prior to a contract award, all potential Contractors must register on the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the internet by accessing the COUNTY's home page at the following website:

[http://lacounty.info/doing\\_business/main\\_bd.htm](http://lacounty.info/doing_business/main_bd.htm) "Doing Business

With Us.”  
**2.18. CERTIFICATES OF INSURANCE**

Operator shall submit with its Qualifications, current Certificates of Insurance for all currently held insurance coverage.

If the Operator is selected for contract with the COUNTY, Operator shall be required to meet all insurance requirements as detailed in Sample Contract (Attachment B), Paragraph 35.

**2.19. REQUIRED FORMS**

Except for Attachment E, which is for information only, the following are required forms:

Attachment C	Invitations for Bid/Request for Proposals Grounds for Rejection
Attachment D-1	Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
Attachment D-2	Bidder's/Offeror's Nondiscrimination in Services Certification
Attachment D-3	Community Business Enterprise (CBE) Form
Attachment D-4	Attestation of Willingness to Consider GAIN/ GROW Participants
Attachment D-5	Confidentiality Agreement
Attachment D-6	Operator Questionnaire Hawthorne Child Care Center
Attachment D-7	Start-Up Budget
Attachment D-8	Projected Annual Budget-Year 1
Attachment D-9	Projected Annual Budget-Year 2
Attachment D-10	Projected Annual Budget-Year 3
Attachment D-11	Projected Annual Budget-Year 4
Attachment D-12	Projected Annual Budget-Year 5

Attachment E	County of Los Angeles Policy On Doing Business With Small Business (For Information Only)
Attachment F	Staff Turnover Rate
Attachment G	Projected Annual Budget, Salaries and Benefits
Attachment H	Acceptance of Terms and Conditions Affirmation
Attachment I	Certification of No Conflict of Interest
Attachment J	Affidavit of Ownership
Attachment K	Familiarity of the County Lobbyist Ordinance Certification

### 3.0 **SELECTION/USE OF OPERATOR**

Agency (hereinafter sometimes referred to as “Operator or Contractor”) submission of qualifications for the required child care services in response to this RFQ does not guarantee that COUNTY will avail itself of the Operator’s service. **Serious and/or continued deficiencies and violations of Community Care Licensing regulations shall be a basis for disqualifying a proposal from further evaluation.** If, in the COUNTY’s sole judgment, an Operator meets all RFQ requirements and is selected as the most qualified Operator, a Non-Financial Agreement will be executed for the services.

The Board of Supervisors, or its designee, retains the right to exercise its judgment concerning the selection of an Operator and the terms of any resultant agreement, and to determine which Operator best serves the interests of the County. The Board, or its designee, is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract. There is no minimum service level guarantee under the agreement. Once an agreement is executed with the selected qualified Operator, the Operator will then begin providing child care services at the Center.

### 4.0 **INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS:**

#### 4.1 **REQUIRED QUALIFICATIONS SEQUENCE/FORMAT**

Operator shall provide required qualification information in the same sequence and format used to define the required qualification information in Part 5.0 (Qualifications Requirements) of this RFQ.

#### **4.2 QUALIFICATION SUBMISSION DEADLINE**

It is the sole responsibility of the submitting Operator to ensure that its Qualifications are received by COUNTY before the **submission deadline of April 18, 2005, 5:00 p.m.** Submitting Operators shall bear all risks associated with private delivery services or with delays in the U.S. Mail. Qualifications received after **April 18, 2005, 5:00 p.m.** will be returned to the Operator unopened. Timely hand deliveries are acceptable. **Fax copies will not be accepted. An original and five copies of the Operator's typewritten Qualifications shall be addressed and delivered to:**

**Los Angeles County  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South 2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411**

**ATTENTION: Cathy Robinson, County Contract Administrator  
"CHILD CARE CENTER OPERATOR QUALIFICATIONS"**

**(This must be clearly marked on the outside of the qualification package).**

#### **5.0 QUALIFICATIONS REQUIREMENTS:**

Interested Operators shall provide the following required information to COUNTY, in the format/sequence described below, by **April 18, 2005, 5:00 p.m.** The Qualifications must be typewritten on 8 ½" x 11" white paper, securely bound, and enclosed in a sealed envelope (or box), clearly marked with the name and address of the Agency and the words **"CHILD CARE CENTER OPERATOR QUALIFICATIONS"**.

##### **5.1 COVER LETTER**

The cover letter and introduction shall be one page in length, including the agency name, address, and name(s) and telephone number(s) of the person(s) authorized to represent the firm/agency and shall, at a minimum, include a statement that the agency meets the minimum requirements specified in Part I (Introduction) of this RFQ (i.e., licensed by the State of California to provide child care services for a maximum of 100 children and able to provide a Director with, at a minimum, an AA degree in Child Development, or a related field, and a minimum of three (3) years experience in managing a child care facility, as well as meeting all requirements of CCR Title 22 Re: Director Requirements).

## 5.2 TABLE OF CONTENTS

The Table of Contents must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

## 5.3 OPERATOR QUALIFICATIONS

### 5.3.1 DEFICIENCIES AND VIOLATIONS UNDER PRIOR COMPLIANCE

A copy of public records shall be provided for **all managed facilities** reflecting prior compliance with licensing based on Community Care Licensing regulations in the past two years. Operator shall provide a written statement if it has not received any deficiencies and/or violations with respect to any locations being managed. **All compliance records will be verified with the Community Care Licensing Division.**

### 5.3.2 ADMINISTRATIVE CONCEPTS AND APPROACH

Operator shall provide the following:

- 5.3.2.1 A detailed written description of the Operator's concepts and approach to the operation of the Center. The Operator's approach should reflect an understanding that a quality program includes services to the parents, such as parent education, parent counseling, and extensive provision to encourage parental involvement in the Center activities.
- 5.3.2.2 A copy of the Operator's proposed plans for funding, staffing, training, administering, controlling, and reporting. The Center's operating plans must be complete, well designed, and sufficiently detailed.
- 5.3.2.3 A description of the Center's educational philosophy, goals, basic services and planned social, educational and recreational activities.
- 5.3.2.4 A copy of the admission policies and procedures regarding acceptance of children, including pre-admission appraisal and medical assessment. Identify the special policies and procedures applicable only to infants.
- 5.3.2.5 A copy of the admission agreement.



- 5.3.2.6 A statement of general personnel policies covering the selection of qualified staff and conditions of employment (e.g., academic qualifications).
- 5.3.2.7 Identification of any consultant and community resources to be utilized by the facility as part of its program.
- 5.3.2.8 A copy of written rules of discipline.
- 5.3.2.9 A plan for in-service education of staff.
- 5.3.2.10 A list of a typical week's meals and snacks and a schedule of when they will be provided (i.e., time of day to be served).
- 5.3.2.11 The detailed weekly work schedule and staffing requirements for the program proposed. The work schedule reflects group size and staffing ratios appropriate for the age of the group and the type of activity.
- 5.3.2.12 The detailed demonstration of a comprehensive Quality Control Plan to assure the ability to administer effective methods of project control.

### 5.3.3 OPERATOR'S EXPERIENCE AND CAPABILITY

- 5.3.3.1 Operator shall provide a summary of relevant background experience and capability of the agency submitting the Qualifications as a corporation or other entity. Include adequate documentation on the financial stability of the agency to assure the COUNTY that the agency will continue in business through the period of the Agreement and can finance the costs of adequate personnel and support requirements. Operator shall provide copies of audited financial reports for the most recent preceding two (2) years. Also, indicate the length of time in business under the current business name and prior business names, and state the number of years of experience in providing child care services.
- 5.3.3.2 Operator shall demonstrate a track record of maintaining longevity in staff employment (i.e., low turnover rate for their employees). (Use Attachment H entitled "Staff Turnover Rate," to provide this

information.)

- 5.3.3.3 Operator shall demonstrate the ability to provide employees with salaries and benefits that are comparable to other high quality early childhood programs. (Use Attachment I entitled “Projected Annual Budget, Salaries and Benefits,” to provide this information).
- 5.3.3.4 Operator shall provide documentation of prior experience in successful operation of a child care center. Special consideration will be given to agencies reflecting experience and capability for infant care services.
- 5.3.3.5 Operator shall provide the number and level (teacher or aide) of staff to be employed and demonstrate that special attention will be given to assure staff development and that the staff will have the education and prior experience required to provide high quality services.
- 5.3.3.6 Should Operator choose to employ subcontractors for this project, Operator shall provide all information listed above on the subcontractor.

#### 5.3.4 PROPOSED FUNDING AND FEES

Operator shall provide the following:

- 5.3.4.1 A start-up budget detailing start-up costs, i.e., administrative costs, excluding items provided by County as outlined in Section 3.0, Statement of Work. Operator must provide details on how said funding is to be used. (Use Attachment D-7, entitled “Start-up Budget” to provide this information).
- 5.3.4.2 A copy of a projected annual budget. This established figure will enhance comparability of Qualifications submitted in response to this RFQ. Budget must also include parent-user fees for each age category of children to be served. Parents/users will be responsible for all fees. **No fees will be paid by COUNTY.** (Use Attachment D-8 through D-12, entitled “Projected Annual Budget” to provide this information).

- 5.3.4.3 Any other information needed to explain the fiscal management of the operation and to justify the proposed fees or fee schedule.
- 5.3.4.4 Proposed fee to be charged to parents as a one-time admission fee for the cost of the admission procedures. Include the policy for the proposed fee and when the fee is collected and charged.
- 5.3.4.5 A list of proposed fees to be charged to parents either annually or on a one-time basis, and a list of outside resources to assist low-income families.
- 5.3.4.6 A statement that Operator's proposed funding includes/ does not include outside resources to assist low income families with child care costs. Please describe funding source and eligibility criteria. Agencies without such funding should indicate a willingness to pursue such funding.

#### 5.3.5 TRANSITION PLAN

Operator shall provide a detailed transition plan, from contract award to the Center's opening. The transition plan should also describe the efforts that will be made to recruit and retain staff and a detailed explanation of how the Operator proposes to deal with and carry out each of the identified responsibilities and specific tasks listed in the Statement of Work and Technical Exhibits (Attachment A of this RFQ).

#### 5.3.6 REFERENCES

Operator shall provide the following:

- 5.3.6.1 A list of all current contracts including, but not limited to, name and address of contracting firm or agency, contact person/telephone number, type of work performed, and length of service. This list should include, but is not limited to, any work currently performed for Los Angeles County or a similar agency.

**References will be considered and shall be subject to verification. References should reflect support and favorable recognition by the community and satisfaction from parent groups. Also, references should be relative to contractor providing Child Care or similar services.**

- 5.3.6.2 A list of all contracts terminated within the past five (5) years, including name and address of contracting firm or agency, contact person/telephone number, type of work performed related to providing Child Care services, length of service, and reason for termination.
- 5.3.6.3 Any recognition awards provided by community organizations or prominent persons, or statements by an independent evaluating or accrediting agency.

5.3.7 LICENSES / PERMITS / REGISTRATIONS / CERTIFICATION AND ACCREDITATION STATUS

List the nature of licenses, permits, registrations and certificates held, including if applicable, all programs that are accredited by the National Accreditation for the Education of Young Children (NAEYC).

**6.0 SELECTION PROCESS AND EVALUATION CRITERIA**

**6.1. SELECTION PROCESS**

All responsive Qualifications will be rated by an Evaluation Committee that will use the criteria described in paragraph 6.2 below as guidelines for evaluating the Qualifications of the submitting agencies. The Evaluation Committee will be composed of representatives of the County and others as deemed necessary by the County.

The Evaluation Committee has the option to conduct site visits at child care centers currently under management and operation of the agencies that submitted highly rated Qualifications. At its option, the Evaluation Committee may invite Operators to make a verbal presentation before final selection is made. Qualifications that do not satisfy the terms and conditions of this RFQ can be rejected.

**6.2. EVALUATION CRITERIA**

6.2.1 "Pass/Fail" Evaluation

An initial "Pass/Fail" evaluation will be made of the Qualifications to determine compliance with RFQ instructions. Failure in any one of the pass/fail criteria can be cause for disqualifying the entire Qualification from further review. The determination to qualify or disqualify a Qualification for evaluation will be done at the sole discretion of COUNTY. The criteria used to determine if Qualifications meet the Pass/Fail criteria are as follows:

6.2.1.1 The agency/individual/entity must currently be licensed by the State of California to provide Child Care services in a licensed Child Care Center and must be certain licensure will be issued a separate license for the center to provide care for one-hundred (100) children. The agency/individual/entity must be able to provide staff as specified in Section 1.3, of the Statement of Work, Education Experience Requirements, and meet all requirements of California Code of Regulations (hereinafter "CCR"), Title 22 Re: Director Requirements.

6.2.1.2 Director – Operator shall provide a Director who shall be the overall manager of the Center.

Director shall meet one of the following education and experience requirements:

- (A) At a minimum, an Associate of Arts degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least two years of teaching experience in a licensed child care center or comparable group child care program, and three semesters or equivalent quarter units in administration or staff relations or,
- (B) A bachelor's degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least one year of teaching experience in a licensed child care center or comparable group child care program and administration or staff relations or,
- (C) A Child Development Site Supervisor Permit or a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing and three semesters or equivalent quarter units in administration or staff relations.

6.2.1.3 Qualifications are received on or before the submission deadline and meet the required sequence and format described in Part 5.0 of this RFQ.

## 6.2.2 Weighted Evaluation

The Evaluation Committee will score responsive Qualifications (i.e., those that meet the Pass/Fail evaluation described in paragraph 2.1 above) according to specified weighted criteria. Weighted Criteria for the selection of an Operator as follows:

### 6.2.2.1 Deficiencies and Violations Under Prior Compliance with Licensing (20%)

Public records reflecting the Operators prior compliance with licensing based on Community Care Licensing regulations in the past two years.

The evaluated Qualifications will be scored based on the nature and frequency of any deficiencies and violations reflected in the records. The Evaluation Committee may require a statement of explanation from the Operator to facilitate evaluation of the records.

### 6.2.2.2 Administrative Concepts and Approach (20%)

- .1 The Qualifications demonstrates the Operator's understanding of the County's expectations regarding the operation of the Center.
- .2 The Operator's concept and approach to the operation of the Center is valid and acceptable. The Operator's approach should reflect an understanding that a quality program includes services to the parents, such as parent education, parent counseling, and extensive provision to encourage parental involvement in the Center's activities.
- .3 The Operator's proposed plans for staffing, training, administering, and reporting for the center. The Center's operating plan must be complete, well designed, and sufficiently detailed.

The Operator's statement that clearly demonstrates a description of the Center's educational philosophy, goals, basic services and planned social, educational and recreational activities; copy of the admission

policies and procedures regarding acceptance of children, including pre-admission appraisal and medical assessment identifying the special policies and procedures applicable only to infants; copy of the admission agreement; statement of general personnel policies covering the selection of qualified staff and conditions of employment (e.g., academic qualifications); identification of any consultant and community resources to be utilized by the facility as part of its program; copy of written rules of discipline; plan for in-service education of staff. A typical week's meals and snacks and a schedule of when they will be provided (i.e., time of day to be served).

- .4 The detailed weekly work schedule and staffing requirements are appropriate to the program as proposed. The work schedule reflects group size and staffing ratios appropriate for the age of the group and the type of activity.
- .5 The Qualification demonstrates the Operator's ability to administer effective methods of project control.

6.2.2.3 Operator's Experience and Capability (15%)

- .1 Operator provides adequate documentation on financial stability and assure that the Operator will continue in business through the period of the Agreement and can finance the costs of adequate personnel and support requirements.
- .2 Operator demonstrates a track record of maintaining longevity in staff employment (i.e., low turn-over rate for their employees).
- .3 Operator demonstrates the ability to provide employees with salaries and benefits that are comparable to other high quality early childhood programs.

- .4 The Operator documents extensive prior experience in successful operation of a child care center. Special consideration will be given to agencies reflecting experience and capability for infant care services and developmentally appropriate for kindergarten.
- .5 Staff Education and Experience - The Operator documents the number and level (teacher or aide) of staff to be employed and demonstrates that special attention will be given to assure staff development and that the staff will have the education and prior experience required to provide high quality services.

#### 6.2.2.4 Proposed Funding and Fees (10 %)

The proposal projects a satisfactory:

- .1 Amount of funding to be available to cover before operation administrative costs; the detailed use for the said funding must be identified.
- .2 Proposed fee (or fee schedule) to be charged parents for child care center services.
- .3 Proposed fee to be charged parents as a one-time admission fee for the cost of the admission procedures. Include the policy for the proposed fee and when the fee is collected or charged.
- .4 Any other proposed fees to be charged parents either annually or on a one-time basis.
- .5 Operator's proposed funding includes/does not include outside resources to assist low income families with child care costs. Operator describes funding source and eligibility criteria. Agencies without such funding indicate a willingness to pursue such funding.

#### 6.2.2.5 Transition Plan (10%)

Operator provides a transition plan, from contract award to the Center's opening. The plan reflects the ability of the Operator to assume all contract responsibilities once the



facility is made available to the Operator by the County.

6.2.2.6 References (10%)

References will be considered and shall be subject to verification. References should reflect support and favorable recognition by the community and satisfaction from parent groups. Also, references should be relative to contractor providing Child Care or similar services as aforementioned in this RFQ in Section 5.3.6, References.

6.2.2.7 Licenses/Permits/Registrations/Certification and Accreditation Status (10%)

Evaluation of the nature of licenses, permits, registrations, and certifications held including the NAEYC accreditation status of the Operator.

6.2.2.8 Los Angeles Universal Preschool (5%)

To receive credit in this category, Operator, at a minimum, must meet the three star requirements set by the Los Angeles Universal Preschool Committee (LAUP), and be willing to apply for LAUP funding. Additional information pertaining to LAUP may be attained at the following website: [laup.net](http://laup.net).

**ATTACHMENT A**

**STATEMENT OF WORK AND TECHNICAL EXHIBITS**

**ATTACHMENT A**  
**STATEMENT OF WORK AND TECHNICAL EXHIBITS**

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## **ATTACHMENT A STATEMENT OF WORK**

### **1.0 GENERAL**

#### **1.1 Scope of Work**

Except for those items listed in Section III, County furnished items, hereunder, Operator shall provide all personnel, supervision, and other items or services necessary to meet the requirements contained in this Statement of Work. The specific goal is to ensure the implementation and establishment of a high quality child care program meeting, or surpassing, all State of California requirements.

Operator agrees to operate a child care center for County employees, CalWORKs Participants, and other children as designated by DPSS, to achieve following goals:

- 1.1.1 Establish and maintain a high-quality child care program consistent with the County's desired vision, meeting or surpassing all State requirements, and directed toward attaining, within the five-year agreement term, accreditation by the National Association for the Education of Young Children. The child care program and staff are expected to reflect consideration of, and sensitivity to, the cultural, racial, and ethnic diversity of the County's work force, with effective procedures to ensure the health, safety, and security for all persons while they are involved in the Center's program.
- 1.1.2 Establish and maintain such a program funded from (1) the Operator's own resources; (2) in-kind services provided by County such as, the rent-free facility, utilities, maintenance of property (inside the facility structure and the grounds of the facility), (3) fees paid by parents of the children who attend the child care center and (4) furnishings, materials, supplies and equipment supplied by County.
- 1.1.3 Establish and maintain a child care program with effective policies and procedures to ensure the health, safety, and security of all persons while they are involved in the program.

- 1.1.4 Ensure protection of the personal rights of the children served, with special attention to such rights as set forth in Title 22, California Code of Regulations (CCR), Section 101223, titled: "Personal Rights."

## 1.2 **Key COUNTY Personnel**

- 1.2.1 Key COUNTY Personnel - County shall designate COUNTY Contract Administrator to act as a liaison with Operator.

- (A) COUNTY Contract Administrator (CCA) - The CCA or alternate has full authority to monitor Operator's performance in the daily operation of the Agreement, and for ensuring that the technical standards and requirements of the Agreement are met.

The CCA will provide direction to Operator in areas relating to policy, information and procedural requirements.

The CCA is not authorized to make any changes in the terms and conditions of the Agreement and is not authorized to obligate Los Angeles County in any way whatsoever.

County will inform Operator of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at any time thereafter a change of CCA is made.

- (B) The CCA or alternate designated in writing to act on behalf of the COUNTY, shall respond within twenty-four (24) hours of verbal notice from Operator or alternate, excluding weekends and holidays.

- 1.2.2 Quality Assurance Evaluator (QAE) - The QAE is responsible for the quality monitoring of Operator's performance. The QAE may or may not be the same person as the CCA.

### 1.3 **Key Operator Personnel**

Operator shall provide and/or maintain staff to carry out the service plan as defined and in compliance with CCR Title 22, State Licensing Regulations. At a minimum this includes:

- 1.3.1 **Contract Manager** - Operator shall provide a Contract Manager who will act as a liaison with COUNTY and be responsible for the overall management and coordination of the Agreement and the performance of the work. The Contract Manager, or alternate designated in writing to act on Operator's behalf, shall respond within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

The Contract Manager or alternate shall have full authority to act for Operator on all Agreement matters relating to the daily operations of the Agreement.

The Contract Manager and any alternate shall be identified in writing prior to Agreement start and at any time thereafter a change of Contract Manager or alternate is made.

Operator's Contract Manager is not authorized to make any changes in the Standard Terms and Conditions of the Agreement and is not authorized to obligate Operator to DPSS in any way whatsoever. However, the Contract Manager may speak to DPSS on behalf of the Operator on issues regarding the Center.

- 1.3.2 **Director** – Operator shall provide a Director who shall be the overall manager of the Center.

Director shall meet one of the following education and experience requirements:

- (A) At a minimum, an Associate of Arts or Science degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least two years of teaching experience in a licensed child care center or comparable group child care program, and three semesters or equivalent quarter units in administration or staff relations or;

- (B) A Bachelor of Arts or Science degree from an accredited or approved college or university with a major or emphasis in early childhood education or child development, at least one year of teaching experience in a licensed child care center or comparable group child care program and administration or staff relations.
- (C) A Child Development Site Supervisor Permit or a Child Development Program Director Permit issued by the California Commission on Teacher Credentialing and three semesters or equivalent quarter units in administration or staff relations.

1.3.3 Teachers – Operator shall provide teachers who shall meet one of the following requirements:

- (A) At a minimum, successfully completed twelve post-secondary semester or equivalent quarter units in early childhood education or child development at an approved college or university and at least six months of work experience in a licensed child care center or comparable group child care program.
- (B) A Child Development Associate Teacher Permit issued by the California Commission on Teacher Credentialing.

Preferred qualifications include a Child Development Teacher or Master Teacher Permits issued by the California Commission on Teacher Credentialing.

1.3.4 Community Care Licensing/Criminal Record Clearance and Child Abuse Index Checks

All staff must comply with Community Care Licensing which requires a California criminal record clearance and child abuse index check of all adults administering or supervising staff, residing in a facility, provides care or supervision to children, or has contact with children, prior to performing any work under this Agreement. Fingerprints are submitted to the CA Department of Justice, FBI and Child Abuse Central Index.

1.3.5 Staffing – Children Ratios

- (A) Staffing – Provide and/or maintain the following staff pattern to carry out the service plan as defined and in compliance with CCR Title 22 State Licensing Regulations. At a minimum this includes:

**Infant Class (ages 0-2 years)**

One (1) Teacher per four (4)  
Enrolled Children  
Two (2) Adult Teaching Aides per  
twelve(12) Enrolled Children

**Toddler Class  
(ages 18-36 months)**

One (1) Teacher per six  
(6) Enrolled Children  
Two (2) Adult Teaching Staff per  
twelve Enrolled Children

**Preschool Class (ages 3-5  
years)**

One (1) Teacher per twenty (20)  
Enrolled Children  
Three (3) Adult Teaching Aides  
per twenty (20) Enrolled Children

**School-Age (ages 6 to 12)  
(Telstar Only)**

One (1) Teacher per twenty-eight  
(28) Enrolled children  
One (1) Adult Teaching Staff per  
fourteen children

- (B) Maintain staffing pattern in compliance with  
Federal and State Labor guidelines.

- 1.4 **Quality Control** - Operator shall establish and utilize a comprehensive Quality Control Plan to assure that the requirements of the Agreement are met, and that a consistently high level of services are provided throughout the term of the Agreement. The Plan shall be provided to the CCA within thirty (30) calendar days from the Agreement start date and at any time changes to the Plan occur. The Plan shall include but not be limited to the following:

- 1.4.1 A monitoring system covering all services listed on Technical Exhibit 6.1, Performance Requirements Summary, specific activities to be monitored, and the frequency of monitoring;
- 1.4.2 A method of assuring that staff rendering services under the Agreement have the necessary qualifications;



- 1.4.3 Monthly monitoring will include, but not be limited to, site visits for observance of staff to ensure employees rendering services under the Agreement do not present themselves by commission or omission as agents, employees, or representatives of COUNTY;
- 1.4.4 A record of all monitoring conducted by Operator, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to COUNTY upon request;
- 1.4.5 Samples of forms to be used in monitoring;
- 1.4.6 Maintain a system to assure continuation of all required licenses and permits. When a Community Care Licensing Analyst provides a notice of deficiency to the licensee, as provided for in CCR, Title 22, Section 101193, "Deficiencies in Compliance," the Operator shall immediately notify the CCA and provide him/her with any follow-up reports as requested.

**1.5 Quality Assurance** - COUNTY or its agent shall monitor Operator's performance under the Agreement using the quality assurance procedures specified in the Performance Requirements Summary, or any other such procedures as defined in the Agreement.

- 1.5.1 Government Observations - The Administration of Children and Families and California Department of Education may observe performance activities, documents and products under the Agreement at any time during hours of operation as defined in Section 1.6; however, this personnel may not unreasonably interfere with Operator performance.

Other Federal, State and/or COUNTY personnel approved by COUNTY may observe performance activities, documents and products under the Agreement at any time during hours of operation as defined in Section 1.6. However, these personnel may not unreasonably interfere with Operator's performance.

- 1.5.2 COUNTY or its agent will evaluate Operator's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Operator's compliance with all Agreement terms and performance standards.

- 1.5.3 The CCA and/or QAE and Operator will make every effort to resolve minor discrepancies during the monitoring visits.
- 1.5.4 Monitoring Hours - Operator shall be available for monitoring activities Monday through Friday 6:45 a.m. to 6:45 p.m. except on COUNTY recognized holidays.
- 1.5.5 Contract Discrepancy Reports - In the event of a more serious discrepancy, where the assessment of infraction penalty points exceeds the 150 point limit allowed in the Performance Requirements Summary, the CCA and/or QAE will issue a Contract Discrepancy Report (CDR) to the Contract Manager. The Contract Manager shall respond in writing to the CDR within ten (10) business days from the date of receipt.
- (A) If Operator agrees with the finding in the CDR, Operator shall respond with a Corrective Action Plan, including a statement that Operator agrees with the finding, its action to resolve the specific finding, and its future action to monitor its performance to prevent a repetition of the problem. If this Corrective Action Plan is acceptable to COUNTY, or a mutually agreed upon revision is acceptable to COUNTY, the discrepancy shall be considered resolved.
- (B) If Operator does not agree with the finding(s) in the CDR, Operator shall respond with a Request for Dispute Resolution, including a statement that Operator does not agree with the finding(s), its reasons for not agreeing with the finding(s), and any action it proposes that Operator and/or COUNTY take to resolve the dispute.
- (C) In response to a Request for Dispute Resolution, the Contract Manager and CCA will meet within five (5) business days to discuss the problem. Minutes of the meeting shall be prepared by the CCA. The Contract Manager shall either sign the minutes within five (5) business days of presentation of the minutes, or present Operator's version of the minutes to the CCA. The Contract Manager and CCA shall make every effort to resolve the dispute. If they find a resolution they shall put the resolution down in

writing in the minutes and both sign the minutes.

- (D) If the CCA and Contract Manager do not resolve the dispute, the dispute shall be referred to a higher level. Agency Senior Executive and DPSS Director or designee shall meet within ten (10) business days to resolve the dispute (or later, if by mutual agreement).
- (E) The decision of the DPSS Director or designee shall be final.
- (F) Any Operator deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, shall be reported to the Board of Supervisors.
- (G) If the dispute is not eventually resolved to the COUNTY'S satisfaction, COUNTY may terminate the Agreement or impose other actions as specified in the Agreement, in which event Operator's rights and remedies under law are preserved, including a claim of breach of Agreement.

## **1.6 Hours of Operation**

- 1.6.1 Public Access Hours - Operator's main office shall be open from 6:45 a.m. to 6:45 p.m., Monday through Friday, except for COUNTY recognized holidays, to meet the needs of COUNTY employees and CalWORKs participants utilizing the Center.
- 1.6.2 Operator shall notify parents with a ten day advance notice when Center will be closed due to COUNTY recognized holidays.
- 1.6.3 COUNTY Contact Hours - Contract Manager or alternate shall be available Monday through Friday from 6:45 a.m. to 6:45 p.m. to respond to inquiries from the CCA or alternate, except on COUNTY recognized holidays. The CCA shall provide lists of COUNTY holidays when the Agreement is approved and at the beginning of each calendar year during the term of the Agreement.

## 2.0 **DEFINITIONS**

- 2.1 **California Code of Regulations (CCR), Title 22** - Citing references in the State Manual of Policies and Procedures for Child Care Centers that Operators need to comply.
- 2.2 **Contract Discrepancy Report (CDR)** - A report or letter used by the Quality Assurance Evaluator to record Agreement information regarding discrepancies or problems with Operator's performance.
- 2.3 **Contract Manager** - The individual designated by Operator to administer the Agreement operation after the Agreement is approved.
- 2.4 **COUNTY Contract Administrator (CCA)** - The person who administers the Agreement for COUNTY on a daily basis.
- 2.5 **COUNTY** - Whom Contractor will be doing business.
- 2.6 **Fiscal Year (FY)** - Fiscal Year which commences on July 1 and ends the following June 30.
- 2.7 **Performance Indicators** - Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.
- 2.8 **Performance Requirements Summary (PRS)** - Identifies the key performance indicators of the Agreement that will be evaluated by COUNTY to assure Agreement performance standards are met by Operator.
- 2.9 **Quality Assurance** - Those actions taken by COUNTY to monitor services listed on the Performance Requirements Summary to determine that they meet the requirements specified in the Statement of Work.
- 2.10 **Quality Assurance Monitoring Plan (QAMP)** - A written document used for monitoring quality assurance performance as referenced in Section 1.5.
- 2.11 **Quality Assurance Evaluator (QAE)** - The COUNTY staff responsible for monitoring Operator's performance in rendering services to children of DPSS employees.

- 2.12 **Quality Control Program** -Those actions taken by Operator to ensure the delivery of service meets all requirements specified in the Statement of Work, as referenced in Section 1.4.
- 2.13 **Standard** - The acceptable level of performance set by COUNTY for performing a service or activity.
- 2.14 **Statement of Work** - The requirements for provision of a child care facility for employees of DPSS.
- 2.15 **Work Days** - For the purposes of the Agreement, work days shall be defined as Monday through Friday.

### 3.0 **COUNTY FURNISHED ITEMS**

#### 3.1 **Equipment and Space**

- 3.1.1 COUNTY will provide and designate the rent-free employee-based child care facility located at 4300 A W. 120<sup>th</sup> Street, Hawthorne, CA 90251 as site for Operator to use in providing required child care services for eligible children and families and training and release time opportunities for teaching staff.

The Center consists of a one-story, 4,873 square-foot structure with an indoor/outdoor play yard of approximately 9,403 square-feet and adequate parking for the Center's staff.

The Center is a modular structure designed to meet all building codes and license requirements to serve as a child care center. The Center is fully air-conditioned, heated and equipped with fire sprinklers, fire extinguishers, motion detectors, and a security alarm system. The site has barrier-free accessibility and designated parking spaces for dropping off and picking up of children.

The facility contains a residential kitchen, pantry, reception area, staff lounge, laundry room, an office, and sufficient number of age appropriate toilets and lavatories for children that meet the requirements of California Code of Regulations (CCR), Title 22, and an adult/isolation toilet accessible to persons with disabilities. (The indoor area provides distinct areas for different ages and/or activity groups.)

The space available for the outdoor activities meets the 75-square-foot-per-child requirement of the State. The area is landscaped and has soft surface play areas complete with climbing apparatus and hard surfaces for wheeled toys and/or sand boxes.

- 3.1.2 COUNTY will provide private offices for use by Operator's Staff in working with children and parents. In the event County wishes to relocate classrooms or office space, County designated representative shall consult with the designated representative of Operator prior to the move to assure that the proposed new location meets Operator's standard and conditions and that all program support systems, such as, but not limited to, food and transportation, remain effective and cost efficient.
- 3.1.3 COUNTY will provide the following appliances for the center: (1) dishwasher, (1) two-drawer warming box, (2) microwave ovens, (2) refrigerators, (1) washer, and (1) electric dryer.
- 3.1.4 COUNTY will provide CONTRACTOR with a fully furnished Center, rent and utility-free use of space.
- 3.1.5 COUNTY will provide CONTRACTOR with equipment and supplies i.e., cribs, cots, playground equipment, etc, as necessary to run infant/toddler/and preschool child care program for the Hawthorne Child Care Center up to a maximum amount of \$65,000 for the entire Contract period.
- 3.1.6 COUNTY will provide CONTRACTOR with all ongoing supplies and replenishable items for the Center i.e., crayons, paints, glue, etc. Not to exceed a cost of \$20,000 per Contract year through June 30, 2010.
- 3.1.7 COUNTY will conduct outreach activities to County employees to maintain child enrollment at the Center.

**3.2      Maintenance, Repair, Replacement of COUNTY Provided Items**

3.2.1      COUNTY will provide maintenance, repair and/or replacement due to normal wear and tear, of COUNTY-provided equipment. Operator shall be responsible for repair and replacement costs of equipment due to Operator staff abuse or carelessness.

3.2.2      COUNTY will provide maintenance and upkeep services to child care facility daily. Services to include but are not limited to the following: dusting, removal of fingerprints and smudges from walls, cleaning furniture, removal of spots, empty waste baskets, clean and wash lunchroom tabletops, counter cabinets, clean the restrooms, and vacuum traffic areas, etc.

**3.3      Materials and Supplies**

COUNTY will provide for the following:

3.3.1      A list of COUNTY-observed holidays.

3.3.2      A supply of Civil Rights complaint form, PA 607, for use by parents utilizing the child care Centers in reporting civil rights complaints.

**3.4      Telephone Installation and Billing**

3.4.1      COUNTY will be responsible for payment of all billings associated with telephones installed by COUNTY for use by Center's staff for child care business **only**; however, COUNTY is not responsible for fees due to telephone misuse.

**4.0      OPERATOR FURNISHED ITEMS**

**4.1      General** - Operator shall furnish necessary personnel, and training to perform all services required by this Statement of Work.

**4.2      Materials** - Operator will ensure that Equal Employment Opportunity notices and state approved civil rights poster, "Equal Under The Law," are posted in all Operator facilities, where they are easily accessible to Operator's employees and Parent-users of the facility. Operator may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission  
255 East Temple Street, 4th Floor  
Los Angeles, California 90012  
Telephone: (213) 894-1000

- 4.3      Equipment, Supplies and Security** - Operator shall report to the CCA immediately after discovery, the loss or theft of COUNTY-provided equipment. For stolen equipment, Operator shall contact the on-site Building Manager.

## **5.0      SPECIFIC TASKS**

In the delivery of child care services, Operator agrees to the following:

### **5.1      Center's Capacity and Enrollment Criteria**

The children for whom Operator's child care services are provided under the Agreement must be children of County employees, CalWORKs participants, and/or other children as designated by DPSS. Operator is prohibited from providing child care services for any other children at this site.

- 5.1.1      Provide child care services to a **maximum** of one-hundred (100) children at the Center in the following categories:

- \$    Infants (12)
- \$    Toddlers (12)
- \$    Preschoolers (64)
- \$    Kindergarten/School Age (12)

- 5.1.2      Ensure priorities for enrollment shall be in keeping with Federal requirements including:

- Health Manual
- Child Abuse and Neglect Manual

- 5.1.3      Develop, implement and maintain admission procedures in compliance with CCR Title 22, including, but not limited to, a mutually agreed upon individualized plan of infant's needs and services prior to each infant's first day at the Center, with a copy of such plan provided to the parent/guardian.



## **5.2      Direct Child Care Services**

Operator shall carry out the following direct service activities:

- 5.2.1      Develop an education program that includes appropriate curriculum and developmental tools that supports the growth of children's social competence and school readiness.
- 5.2.2      Provide information on social services that provide opportunities for parents to have access to community services and resources to support family goal setting.
- 5.2.3      Provide opportunities for parents to be involved in their child's development and education.
- 5.2.4      Nutritional Services that identify and assists families with nutritional needs, provide meal service, and provide for the safety and sanitation of food delivery.
- 5.2.5      Provide meal service (snacks and lunches), and provide for the safety and sanitation of food delivery.
- 5.2.6      Mental health services that include working collaboratively with parents to identify mental health needs of the child and to secure the services of mental health professionals to address any needs.
- 5.2.7      Direct health services that include determining child health status by screening for developmental, sensory and behavioral concerns.
- 5.2.8      Carry out child care service activities to Infants/Toddlers, as applicable, in accordance with the CCR Title 22, State Licensing Regulations.
- 5.2.9      Administer prescription and non-prescription medications to children with appropriately signed parental authorization, and in accordance with CCR, Title 22, Section 101226, Health Related Services.
- 5.2.10     Provide no water activities, which fall within the restrictions of CCR, Title 22, Section 101216.6, "Staffing for Water Activities."

- 5.2.11 Ensure protection of the personal rights of the children served, with special attention to such rights as set forth in Title 22, California Code of Regulations (CCR), Section 101223, titled: "Personal Rights."
- 5.2.12 Outline actions to be taken in an emergency and during procedures shall supplement the "Disaster and Mass Casualty Plan" required in Title 22, CCR, Section 101174 and include, but not be limited to, medical emergencies, physical confrontations or persons displaying improper or threatening behavior.
- 5.2.13 Receive and release the children guaranteeing their safety and security, per COUNTY approved Contractor plan.
- 5.2.14 Comply with Federal and State regulations with respect to children with disabilities.

### **5.3 Careers in Child Care Training Program**

The COUNTY has contracted with local Community Colleges to train CalWORKs participants in the field of Early Childhood Education.

- 5.3.1 Operator shall engage CalWORKs Careers in Child Care students (number to be determined) for each center for 9 to 12 hours per week, per student, for the purpose of:
  - 1. Enabling careers students to earn a permit in the Early Childhood Development field by the completion of 150 hours of hands-on work experience.
  - 2. Provide child care support at no cost to operator.
- 5.3.2 Operator shall ensure careers students receive training that promote the use of best practices and professionalism in the delivery of child care services during peak hours of child care.
- 5.3.3 Operator shall provide, upon request by college, student timesheet, and progress reports. Operator shall also respond to verbal inquiries from colleges to discuss student's progress.

#### **5.4.     Reports**

- 5.4.1     Management Reports - Operator shall submit a Monthly Management Report to the CCA by the fifteenth (15<sup>th</sup>) day of the month following the month of service. The report shall include the following:
- (A)     New ideas, recommendations, questions, comments, or concerns Operator may have regarding the provision of services under the Agreement.
  - (B)     Number of children attending the Center, number of children who have left the Center, and number of new children enrolled during the report month.
  - (C)     Number of careers students, and number of hours worked as aids during the report month.
  - (D)     A short summary of any staff training that occurred during the month.
  - (E)     Complaints and resolutions.
- 5.4.2     Operator shall respond within 24 hours to County's verbal inquiries. CCA and Contract Manager shall agree to due date when written responses to inquiries are needed.

#### **5.5     Operator Staff Training**

- 5.5.1     Operator shall ensure that all staff are properly trained and meet, at a minimum, all California Department of Social Services licensing and permit requirements.
- 5.5.2     Operator shall train staff, including aides, through on-going, in-service training programs to attain a maximum of professionalism in the deliver of child care services. This should include:
- a.     Training/technical assistance/orientation of staff.
  - b.     Education site visits/observation, feedback, and support for teaching staff.

## **5.6      Record Keeping**

- 5.6.1      Operator shall retain records to ensure all requirements of Title 22, CCR are fulfilled. Records shall maintain a parent/emergency contact list of names and telephone numbers for each child. The list is to include multiple contacts with the family or extended family and all available medical or other emergency contact information.
  
- 5.6.2      Operator shall retain file of signed parental authorization forms allowing Operator to administer prescription and non-prescription medicine to children.

## **6.0 TECHNICAL EXHIBITS**

## **TECHNICAL EXHIBIT 6.1**

### **PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

#### **6.1 Introduction**

The PRS displays the services that will be monitored during the term of the Agreement. It indicates the required services, the performance indicators, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's point method of monitoring, and the unsatisfactory performance indicator points which may be assessed if the service is not satisfactorily provided.

All listings of "Required Services" or "Standard" used in this PRS are intended to be completely consistent with the main body of the Agreement and this Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of Operator beyond that defined in the main body of the Agreement and Statement of Work. In any case of inconsistency between Required Services or Standards as stated in the main body of the Agreement, Statement of Work and this PRS, if any, the meaning in the main body and Statement of Work will prevail. If any Required Service or Standard seems to be created in this PRS, which is not set forth in the main body of the Agreement or Statement of Work, such Required Service or Standards will be null and void and place no requirement on Operator and will not be the basis of the assignment of any Unsatisfactory Performance Indicator (UPI) points.

It is Operator's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

#### **6.2 Performance Requirements Summary Chart**

The PRS Chart is at the end of this exhibit as Attachment I to Technical Exhibit 6.1 and:

- 6.2.1 Provides the Section or Paragraph where referenced (Column 1 of chart).
- 6.2.2 Defines the Standard or performance for each required service (Column 2 of chart).
- 6.2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses liquidated

damages (Column 3 of chart).

- 6.2.4 Indicates the points attached to each occurrence of unsatisfactory performance (Column 4 of chart).

### **6.3 Quality Assurance**

Each month, the Operator's performance will be compared to the Agreement's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP).

COUNTY may use a variety of inspection methods to evaluate the Operator's performance. The methods of monitoring that may be used are:

- 6.3.1 Random sampling;
- 6.3.2 100% inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of Operator's performance;
- 6.3.3 Review of reports and files maintained by the Operator;
- 6.3.4 On-site evaluations and monitoring;
- 6.3.5 Evaluation of complaints.

### **6.4 Contract Discrepancy Report (CDR)**

Performance of a required service is considered acceptable when the percent of discrepancies found during monitoring does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, Operator shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR) (see Technical Exhibit 6.2). The CDR will require Operator to explain in writing the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate Operator's explanation and determine if the corrective action is appropriate.

### **6.5 Criteria for Acceptable or Unacceptable Performance**

- 6.5.1 Lot size - The total number of units or services provided in a given period of time.

- 6.5.2 Sample Size - The number of units to be checked in a given time period.

The AQL sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often Operator will provide a service during the sampling period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

## **6.6 Remedy of Defects**

Notwithstanding a finding of unsatisfactory service and the assessment of unsatisfactory Performance Indicators, Operator must, within ten (10) work days, remedy any and all defects in the provision of Operator's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the Agreement.

## **6.7 Unsatisfactory Performance Remedies**

When Operator's performance does not conform to the requirements of the Agreement, COUNTY will have the option to apply the following nonperformance remedies:

- 6.7.1 Require Operator to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, Operator must include reason for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.7.2 COUNTY shall issue a CDR to the Operator when the Unsatisfactory Performance Indicator (UPI) point total exceeds 150 points for all factors during any one month during the term of the Agreement.
- 6.7.3 COUNTY shall issue a CDR to the Operator and a notice to the Chief, Child Care Enhanced Services Section, DPSS, when the UPI point total exceeds 300 points total for all factors during any one month during the term of the Agreement.
- 6.7.4 COUNTY shall issue a CDR to the Operator and a notice to the Director, DPSS, when the UPI point total exceeds 450 points for all factors during any one month during the term of the Agreement or a second notice to the Chief, Child Care Enhanced Services Section, DPSS, was warranted pursuant to Section 6.7.3 above.



- 6.7.5 COUNTY shall issue a Notice to Cure and a notice to the Board of Supervisors when the UPI point total exceeds 600 points for all factors during any one month during the term of the Agreement or a second notice to the Director, DPSS, was warranted pursuant to Section 6.7.4 above. COUNTY and Operator shall follow the steps below to resolve the Notice to Cure.
- 6.7.5.1 COUNTY will, in all cases, provide a thirty (30) business day written Notice to Cure.
- 6.7.5.2 COUNTY and Operator shall meet and confer, within three (3) business days of Operator's receipt of Notice to Cure.
- 6.7.5.3 Within five (5) business days of the meet and confer, Operator shall produce a plan of correction, specifying the action to be taken to cure and the time within said action will be completed. Such actions must be completed within a reasonable time as determined by the COUNTY.
- 6.7.5.4 COUNTY shall respond to the plan within three (3) business days of receipt thereof. If COUNTY disagrees with plan of correction provided by Operator, it shall be revised and a revised plan shall be submitted to the COUNTY in five (5) business days. This Section does not preclude COUNTY'S right to terminate the Agreement.
- 6.7.6 Reduce, suspend or cancel the Agreement for systematic, deliberate misrepresentations, or unacceptable levels of performance.
- 6.6.7 Have the failed service performed by others at Operator's expense. Failure of Operator to comply with or satisfy the requests(s) for improvement of performance or to perform the neglected work specified within ten (10) work days shall constitute authorization for COUNTY to have the service(s), as determined by COUNTY, shall be the full responsibility of Operator.

## Attachment I to Technical Exhibit 6.1

### PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

1. REFERENCE	2. SERVICE STANDARD	3. AQL	4. MONTHLY UNSATISFACTORY PERFORMANCE INDICATOR POINTS FOR EXCEEDING THE AQL
Attachment A, Section 1.1 - Scope of Work	Operator shall comply with the Scope of work outlined in Paragraph 1.1	3 deviations per month	10 points per each occurrence of a requirement not met
Attachment A, Section 1.3.2 - 1.3.4 - Staffing	Operator's staff minimum qualifications are documented	0	10 points per each occurrence of a requirement not met
Attachment A, Section 1.3.5 - Staffing Child Ratios	Operators maintains required staffing - child ratios	0	10 points per each occurrence of a requirement not met
Attachment A, Section 1, Paragraph - 1.4 Quality Control Plan	Operator shall establish comprehensive Quality Control Plan	1 deviation per month	10 points per each occurrence of a requirement not met
Attachment A, Section 1, Paragraph - 1.6 Hours of Operation	Operator shall provide child care services between the hours of 6:45 a.m. and 6:45 p.m., Monday thru Friday	0	10 points per each minute child care services are not provided
Attachment A, Section 5.1.1, 5.1.2	Child Care Capacity and Enrollment requirements fulfilled	0	10 points per verified violation of capacity or enrollment standards
Attachment A, Section 5.2.1 through 5.2.14	Provide Direct Child Care services	0	10 points per each occurrence of a requirement not met
Attachment A, Section 5.3	Mentor Careers in Child Care Students	0	5 points per verified violation of requirement not met
Attachment A, Section 5.4	Provides all required reports and all required data	0	5 points each day late after MMR due date
Attachment A, Section 5.5 - Scope of Work	Operator staff trained as required	0	5 points per verified violation of requirement not met
Attachment A, Section 5.6	Record Keeping meets requirements	0	10 points per verified violation of improperly maintained records per Title 22, requirements

**CONTRACT DISCREPANCY REPORT (SAMPLE)**

TO: \_\_\_\_\_, OF: \_\_\_\_\_ AGENCY

FROM: \_\_\_\_\_, DPSS

**DISCREPANCY PROBLEM:**

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Signature of CCA: \_\_\_\_\_ Report Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ To Return: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Operator RESPONSE (Cause and Corrective Action):**

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Signature of Agency Contract Manager: \_\_\_\_\_ Response Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**COUNTY EVALUATION OF Operator RESPONSE:** Acceptable (Y or N): \_\_\_\_\_

**If not acceptable, reason:**

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Signature of CCA: \_\_\_\_\_ Review Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ To Return By: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Operator FOLLOW-UP ACTION:**

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Signature of Agency Contract Manager: \_\_\_\_\_ Response Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**(Note: Subsequent County non-acceptance of Agency corrective action may be followed by more formal action)**

**ATTACHMENT B**  
**SAMPLE CONTRACT**

The following is a sample of the contract that will be executed for these services.

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the County of Los Angeles, hereinafter referred to as COUNTY, and \_\_\_\_\_, hereinafter referred to as CONTRACTOR.

### **RECITALS**

WHEREAS, the County has a need for a CONTRACTOR to operate child care centers in its offices for the purpose of providing child care services to COUNTY employees; and

WHEREAS, the CONTRACTOR is qualified and has the experience and expertise to provide child care services; and

WHEREAS, this Contract is further authorized by California Government Code Section 31000; and

WHEREAS, COUNTY deems it necessary to secure professional services through this Contract;

Now, THEREFORE, the parties agree as follows:

## **I. APPLICABLE DOCUMENTS**

### **1.1 Attachments**

Attachments A, B, C, D, E, and F as set forth below are attached to and form a part of this Contract.

In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Contract and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

1.1.1	Attachment A	Statement of Work and Technical Exhibits
1.1.2	Attachment B	CONTRACTOR's Budget and Employee Benefits
1.1.3	Attachment C	Request for Proposals – Grounds for Rejection
1.1.4	Attachment D	CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
1.1.5	Attachment E	Proposer's Equal Employment Opportunity (EEO) Certification
1.1.6	Attachment F	Proposer's Nondiscrimination in Services Certification

This Contract and Attachments A through F attached hereto, constitute the complete and exclusive statement of understanding between the parties which supercedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

## **II. CONTRACT TERM**

Subject to the early termination provisions of this Contract, the Contract term shall be for a period of approximately five years. The Contract is effective July 18, 2005, or one day following Board approval or DPSS Director's signature, whichever is later, through June 30, 2010.

CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notice to the DPSS at the address provided herein.

## **III. INTERPRETATION**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**Board of Supervisors** – The Board of Supervisor of the County of Los Angeles.

**Budget** – The document that details the CONTRACTOR's costs for providing services and that is included in the Contract.

**Contract Management Division** – The Department's Division responsible for the Contract.

**Contract Manager** – The individual designated by the CONTRACTOR to administer the Contract operations after the Contract is awarded.

**Contract Start Date** – The date CONTRACTOR begins work in accordance with the terms of the Contract.

**Contractor** – \_\_\_\_\_, the entity which has entered into a contract with COUNTY to perform or execute the work covered by these specifications.

**County Contract Administrator (CCA)** – The person who monitors the CONTRACTOR's performance in the daily operation of the Contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy and information, and procedural requirements.

**Department of Public Social Services (DPSS)** – The County Department responsible for providing CalWORKs, financial and social services to eligible persons in Los Angeles County.

**Director** – The Director of the DPSS, County of Los Angeles, or authorized representative(s).

#### **IV. COMPENSATION**

This is a non-financial contract. COUNTY shall have no obligation to compensate CONTRACTOR for any services provided under this contract.

#### **V. STANDARD TERMS AND CONDITIONS**

The below stated COUNTY'S Standard Terms and Conditions will become part of the final Contract.

##### **1.0 Assignment**

CONTRACTOR shall not assign its rights and/or delegate its duties hereunder, either in whole or part, without the prior written consent of the Director of the County Department of Public Social Services, or designee. Any attempted assignment and/or delegation without said consent shall

constitute a default under Section 30, Termination for Default herein and shall be null and void. If CONTRACTOR is a corporation, partnership, limited liability company, or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors, or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.

Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by CONTRACTOR shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.

COUNTY consent may be reasonably withheld if, among other things, the proposed assignee fails to meet either the requirements for contracting satisfied by the original CONTRACTOR, or the then current County or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY terms and conditions for this or similar agreements.

## **2.0 Authorization Warranty**

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

## **3.0 Changes and Amendments of Terms**

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:



- 3.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
- 3.2 For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the Budget Director and the CONTRACTOR *except* as provided in 4.3, herein below.
- 3.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the County Board of Supervisors under the following conditions:
  - 3.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
  - 3.3.2 The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment to this Agreement.
  - 3.3.3 The Amendments do not provide for COUNTY to compensate CONTRACTOR for these services.

#### **4.0 Child Abuse/Elder Reporting/Fraud Reporting**

- 4.1 The CONTRACTOR staff working on this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections.
- 4.2 The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.
- 4.3 Child Abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days.
- 4.4 The CONTRACTOR staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an

appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

- 4.5** The CONTRACTOR staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

## **5.0 Civil Rights**

The CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Officer's Nondiscrimination In Services Certification," Attachment F-2, hereunder.

## **6.0 Collective Bargaining Contract**

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

## **7.0 Complaints**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Agreement effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

- 7.1** The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 7.2** If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

- 7.3** If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

## **8.0 Completion of Contract**

If requested, the CONTRACTOR shall turn over their current operation to another vendor upon expiration or termination of the Agreement. For up to three (3) months prior to the expiration of this Agreement, the CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services back to another vendor. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR personnel during the transition period. In addition, the CONTRACTOR shall explain and return to the COUNTY, as requested, all staffing reports and related documents.

## **9.0 Compliance with Applicable Laws**

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Code of Regulations – Title 22
2. Social Security
3. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60].

The CONTRACTOR shall maintain all licenses required to perform the Agreement. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

CONTRACTOR warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, including the Federal Fair Labor Standards Act, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees providing services hereunder, all verification and other documentation of employment eligibility hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law.

**10. Compliance with Wage and Hour Laws/Fair Labor Standards Act**

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

**11. Confidentiality**

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement. The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Attachment F-5, hereunder.

By State law, including without limitation (*W&I Code, Section 10850 et seq. And 17006*), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

**12. Conflict of Interest/Contract Prohibited**

**12.1** The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Agreement, or any competing Agreement, and no spouse or economic dependent of such

employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Agreement.

- 12.2 The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180,010*, "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals Grounds for Rejection," Attachment E, hereunder.
- 12.3 The CONTRACTOR represents and warrants that they did not, as an individual or firm or subsidiary of a firm, under Agreement, assist the COUNTY in the development and preparation of the Request for Qualifications for the Agreement.
- 12.4 No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

**13. Consideration of Hiring County Employees Targeted for Layoff**

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Agreement.

**14. Consideration of GAIN or General Relief Opportunities for Work (GROW) Participants for Employment**

- 14.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

***Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.***

- 14.2** As a threshold requirement for consideration for contract award, the CONTRACTOR shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, the CONTRACTOR shall attest to a willingness to provide employed GAIN/GROW participants access to the CONTRACTORS' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.
- 14.3** The CONTRACTOR shall complete and return the form "Attestation of Willingness to Consider GAIN/GROW Participants", Attachment D4, hereunder, with the Agreement.

**15. Contractor's Employees**

The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Agreement. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the right to hire, suspend, discipline, or discharge the CONTRACTOR's personnel. However, any employee of the CONTRACTOR who, in the opinion of the COUNTY is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.

While providing services to the COUNTY under this Agreement, the CONTRACTOR's employees shall abide by the rules and regulations of the COUNTY facility where the employee is assigned.

- 15.1** The personnel provided by the CONTRACTOR shall at a minimum be:
1. Accustomed to a complex, fast-paced, confidential, and high-pressured work environment.
  2. Able to fluently read, write, speak, and understand English.
  3. Bilingual, when requested.

4. Able to communicate effectively using good judgment and diplomacy.
5. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
6. Able to handle sensitive materials and perform confidential duties.
7. Able to satisfy a background check.
8. Able to meet the minimum qualifications as stated in the "Statement of Work", Attachment A.

**16. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Child Support Services Department will supply the CONTRACTOR with the poster to be used.

**17. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law**

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County Department of Children and Family Services will supply the Contractor with the poster to be used.

**18. Contractor Responsibility and Debarment**

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible Contractors.

- 18.1** The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 18.2** The COUNTY may debar a contractor if the Department Director finds, in its discretion, that Contractor has done any of the following:
- (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 18.3** If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 18.4** The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment.
- If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 18.5** A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.



18.6 These terms shall also apply to subcontractors of the COUNTY Contractors.

19. **Contractor's Warranty of Adherence to County's Child Support Compliance Program**

The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

20. **County Lobbyists**

The CONTRACTOR and each COUNTY Lobbyist or the COUNTY Lobbying firm as defined by *Los Angeles County Code Section 2.160.010*, retained by the CONTRACTOR, shall fully comply with *County Lobbyist Ordinance, Chapter 2.160 of the Los Angeles County code*. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or the COUNTY lobbying firm retained by the CONTRACTOR to fully comply with *County Lobbyist Ordinance* shall constitute a material breach of this Agreement upon which the COUNTY may immediately terminate or suspend this Agreement.

21. **County's Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

**22. Covenant Against Fees**

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**23. Criminal Clearances**

**23.1** For the safety and welfare of the children to be served under this Agreement, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent CONTRACTOR's, volunteers or subcontractors who come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

**23.2** CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.

**23.3** CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, including but not limited to the offenses specified in Health and Safety Code Section 11590 (person required to register as controlled substance offenders) and those defined in the following Penal Code sections or any future Penal Code sections which address these crimes:

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>
261.5	Unlawful sexual intercourse with a minor.
272	Causing encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; Endangerment of person or health.

273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Oral copulation.
314	Indecent exposure.
647 (a) & (d)	Disorderly conduct relating to lewd/behavior/prostitution.
647.6	Annoyance of or molesting a child under age 18.

#### **24. Determination of Contractor Responsibility**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

CONTRACTORS are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR's performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractors and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.

The COUNTY may declare CONTRACTOR to be non-responsible for purposes of the Agreement if the DPSS Director, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform this agreement with the COUNTY or an agreement with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, (3) made or submitted a false claim against the COUNTY or any other public entity.

If there is evidence that the apparent low CONTRACTOR/highest ranked Proposer may not be responsible, the COUNTY shall notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR's responsibility, and its intention to recommend to the DPSS Director that the CONTRACTOR be found not responsible. The COUNTY shall provide the CONTRACTOR and/or the

CONTRACTOR's representative with an opportunity to present evidence as to why the CONTRACTOR should not be found to be responsible and to rebut evidence which is the basis for the COUNTY's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the COUNTY's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.

If the CONTRACTOR presents evidence in rebuttal to the COUNTY, the COUNTY shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

These terms shall also apply to proposed subcontractors/sub-consultants of CONTRACTOR on COUNTY contracts.

**25. Disputes**

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

**26. Disclosure of Information**

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Agreement within the following conditions:

**26.1** The CONTRACTOR shall develop all publicity material in a professional manner.

**26.2** During the course of performance on this Agreement, the CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the CCA.

In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 26.3** The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded a Contract to provide a child care center, provided, however, that the requirements of this Paragraph 26 shall apply.

**27. Employee Benefits and Taxes**

CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation. COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

**28. Employment Eligibility Verification**

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of the CONTRACTOR's failure to comply with the foregoing.

**29. Employee Safety**

The CONTRACTOR will assure that the CONTRACTOR's employees:

- 29.1** Are covered by an effective injury and Illness Prevention Program.
- 29.2** Receive all required general and specific training.

The CONTRACTOR shall adhere to the fiscal standards provided under Title 22, California Code of Regulations.

**30. Force Majeure**

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary

impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Any non-performances which are excused hereunder shall not be used in calculating the degree of deviation in the Performance Requirement Summary.

**31. Governing Law and Venue**

**31.1** This Agreement shall be governed by and construed in accordance with and governed by the laws of the State of California.

**31.2** Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Agreement.

**31.3** Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

**32. Government Observations**

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance activities, or review documents required under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

**33. Independent Contractor Status**

This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Agreement.

### 34. Indemnification

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

### 35. Insurance

#### 35.1 **General Insurance Requirements:**

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Agreement, the CONTRACTOR shall provide and maintain and shall require all of its subcontractors to maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at the CONTRACTOR's own expense.

**A. Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the ***Department of Public Social Services, 12900 Crossroads Parkway South, City of Industry, California 91746, Attention: Ida L. Rivera, Chief, Contract Management Division***, prior to commencing services under this Agreement.

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverage required in this Agreement.
- (3) Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance. Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.
- (4) Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to

the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- B. Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.
- C. Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Agreement upon which the COUNTY may immediately terminate or suspend the Agreement.
- D. Notification of Incidents, Claims or Suits:** The CONTRACTOR shall report to the COUNTY:
- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
  - (2) Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Agreement.
  - (3) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Administrator.
  - (4) Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Agreement.



- E. Compensation for COUNTY Costs:** In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.
- F. Insurance Coverage Requirements for Subcontractors:** The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
- (1) CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
  - (2) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

## **35.2 Insurance Coverage Requirements**

- A. General Liability:** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Sexual Abuse/Molestation:	\$1 million
Each Occurrence:	\$1 million

- B. Automobile Liability:** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- C. Workers' Compensation and Employer's Liability:** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- D. Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

**36. Job Site Safety**

The CONTRACTOR shall be solely responsible for ensuring that all work performed under this agreement is performed in strict compliance with all applicable Federal, State and local occupational safety regulations, and shall take any and all actions appropriate to providing a safe environment at the Centers. Any safety devices or protective equipment not in compliance with safety regulations shall be immediately reported to the designated County on-site manager.

**37. Nondiscrimination in Employment**

- 37.1** The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.
- 37.2** The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation. Such action shall include, but is not limited to the

following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 37.3** The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation.
- 37.4** The CONTRACTOR shall allow the COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 38, when so requested by the COUNTY.
- 37.5** The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age, or condition of disability. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.
- 37.6** If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Agreement.

While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Agreement.

- 37.7** The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Agreement, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- 37.8** The CONTRACTOR shall sign the form "Bidders/Offeror's Equal (EEO) Certification," Attachment F-1, hereunder.

## **38. Notices**

All notices to CONTRACTOR shall be sent to the address set forth in the Agreement.

### **38.1 Notice of Delays**

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

### **38.2 Notice of Meetings**

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

### **38.3 Delivery of Notices**

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

### **38.4 Notice to the CONTRACTOR**

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business:

**38.5 Notices to the COUNTY**

Notices and envelopes containing same to the COUNTY shall be addressed to:

**Ida L. Rivera, Chief  
Contract Management Division  
Department of Public Social Services  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411**

**38.6 Changes of Address**

Either party can designate a new address by giving written notice to the other party.

**38.7 Termination Notices**

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

**39. Notice to Employees Regarding the Federal Earned Income Credit**

The CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**40. Ownership of Data/Equipment**

The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Agreement. The COUNTY shall be sole owner of all rights, title and interests in any and all equipment, furniture and all other items provided by the COUNTY.

**41. Permits And Licenses**

CONTRACTOR shall obtain all the necessary licenses and permits necessary for the performance of this agreement prior to its implementation.

**42. Proprietary Rights**

COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports, computer tapes and programs, and deliverables which have been prepared, developed or maintained by CONTRACTOR pursuant to this Agreement and paid for with funds from this Agreement.

**43. Records Retention and Audits**

43.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. CONTRACTOR agrees that COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, time cards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of such material prior to such time, or until audited, whichever is longer. If such material is located outside Los Angeles County, then, at COUNTY's sole option. CONTRACTOR shall pay COUNTY for travel, per diem and other costs incurred by COUNTY exercising its rights under paragraph 43.

43.2 In the event that an audit of CONTRACTOR is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 43.3 CONTRACTOR shall be responsible for annual financial audits of its agency and its subcontractors, if any, if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to the Program Manager identified on the Services Purchase Order.
- 43.4 CONTRACTOR shall, during normal business hours, allow appropriate County, State, and federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including the interview of CONTRACTOR's staff, insurance agents, banks, personnel, vendors, and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, cancelled checks, time-cards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets, and logs as appropriate for ensuring CONTRACTOR accountability of Agreement expenditures and program performance. CONTRACTOR shall ensure the cooperation of all subcontractors(s), its staff, and Board members in all such efforts.
- 43.5 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by the Department, COUNTY's Auditor-Controller or its designee, the State of California, and the federal government. In the event this Agreement is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by the COUNTY, upon demand by COUNTY.
- 43.6 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend the agreement.

**44. Recycled Bond Paper**

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

**45. Removal of Unsatisfactory Personnel**

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services under this Agreement for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall replace said personnel within twenty-four (24) hours.

**46. Rules and regulations**

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide hereunder with such rules and regulations.

**47. Subcontracting**

No performance of this Agreement or any portion thereof may be subcontracted by Operator without prior written consent of COUNTY, unless such COUNTY consent is contained in Attachment A (Statement of Work). Any other attempt by Operator to subcontract performance of any of the terms of this Agreement, in whole or in part, shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such breach, this Agreement may be terminated forthwith by COUNTY.

**48. Termination for Breach of Warranty to Maintain Compliance With County's Child Support Compliance Program**

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 20, the CONTRACTORS's Warranty of Adherence to the COUNTY's Child Support Compliance Program, shall constitute a default by the CONTRACTOR under this Agreement. Without limiting the rights and remedies available to the COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County CSSD shall be grounds upon which the County Board of Supervisors may terminate this Agreement pursuant to Paragraph 53, Termination For Default of the CONTRACTOR.

The CONTRACTOR acknowledges that the COUNTY places a high priority on the Enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's *L.A's Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place of business. County's Child Support Service Department will supply the CONTRACTOR with the poster to be used.



**49. Termination for Convenience of the County**

- 49.1** Performance of services under this Agreement may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 49.2** If, during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, the COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.
- 49.3** After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
1. Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
  2. To the extent possible, continue to perform, as required by this Agreement, until the effective date of termination.
- 49.4** Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
- 49.5** Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Paragraph 43, Records Retention and Audit, herein above.

**50. Termination for Default of the Contractor**

- 50.1** The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
- 50.1.1** If the CONTRACTOR fails to perform the services within the time specified or, with prior COUNTY approval, any extension thereof.

50.1.2 If the CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.

**50.2** In the event the COUNTY terminates this Agreement in whole or in part as provided in this Paragraph 50, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or

**50.3** If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph 50, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Paragraph 50 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Paragraph 49., Termination For Convenience of the COUNTY, herein above.

**50.4** Upon termination of this Agreement, the CONTRACTOR shall adhere to the termination provisions of Paragraph 49 herein above.

**51. Termination for Improper Consideration**

**51.1** The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

**51.2** The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's employee Fraud Hotline at (800) 544-6861.

- 51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

**52. Termination for Non-Appropriation of Funds**

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

**53. Timely Completion**

Time is of the essence in the provision and completion of service and work as stipulated in this Agreement, as is the conveyance of reporting deliverables to the COUNTY as also stipulated in this Agreement.

**54. Use of County Premises**

CONTRACTOR shall use COUNTY space and services as follows:

- 54.1 PURPOSE OF SCOPE OF UTILIZATION - Under this Agreement, CONTRACTOR shall utilize COUNTY premises designed as employee-based child care center as set forth in, Attachment A, Statement of Work, hereunder. It is expressly understood that this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

- 54.2 OPERATIONAL SPACE AND RESPONSIBILITIES - CONTRACTOR SHALL:

- A. Keep the area occupied in a clean and sanitary manner.
- B. Assure the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all property belonging to CONTRACTOR that is installed or placed within the areas occupied.
- C. Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of

CONTRACTOR's activities on the premises.

- D. Upon termination of the Agreement, restore the area occupied to the conditions that existed prior to the commencement of the activities authorized by the Agreement, other than for ordinary wear and tear and damage or destruction from forces beyond the control of the CONTRACTOR.
- E. Permit COUNTY representatives hereinafter designated in the Statement of Work to enter the area occupied at any time for the purpose of determining whether CONTRACTORs activities are being conducted in compliance with the terms of the Agreement, or for any other purpose incidental to the performance of the duties required by COUNTY.
- F. Make no alterations or improvements to the premises furnished or the conduct of the authorized activities without COUNTY's written approval, other than for placement therein of personal property required for the conduct of said activities.
- G. All personal property furnished by CONTRACTOR, including personal property installed or placed on the premises, shall be removed by CONTRACTOR upon termination of the Agreement.

**55. Validity**

The invalidity, unenforceability or illegality if any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

**56. Verbal Discussions**

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

**57. Waiver**

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms, and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term, or agreement herein contained, nor shall failure in the part of the COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms, or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

**58. Warranty**

The CONTRACTOR warrants that child care services performed hereunder will comply with all requirements and specifications detailed in the RFQ, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

**ATTACHMENT C**  
**INVITATION FOR BID/REQUEST FOR PROPOSALS**  
**GROUND FOR REJECTION**

## ATTACHMENT C

### INVITATION FOR BID/REQUEST FOR PROPOSALS

#### GROUND FOR REJECTION

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

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Typed Name and Title of Signer

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Signature

---

Date

**ATTACHMENT D  
OTHER REQUIRED FORMS**

- D-1 BIDDER'S/OFFEROR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**
- D-2 BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**
- D-3 LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) FORM**
- D-4 ATTESTATION TO WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**
- D-5 OPERATOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY  
AGREEMENT**
- D-6 OPERATOR QUESTIONNAIRE - HAWTHORNE CHILD CARE CENTER**
- D-7 through D-12  
OPERATOR'S BUDGET**



**BIDDER'S/ OFFEROR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

Bidder's/Offeror's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

**GENERAL**

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Operator, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION****(circle one)**

- |    |  |           |
|----|--|-----------|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment.  | Yes    No |
| 2. | The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force.  | Yes    No |
| 3. | The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups.   | Yes    No |
| 4. | Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes    No |

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

**BIDDER'S/ OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION**

Bidder's/Offeror's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Internal Revenue Service Employer Identification Number: \_\_\_\_\_

**GENERAL**

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Operator, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**BIDDER'S/OFFEROR'S CERTIFICATION****(circle one)**

- |    |   |           |
|----|---|-----------|
| 1. | The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits.  | Yes    No |
| 2. | The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination.   | Yes    No |
| 3. | Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes    No |

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

**LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) FORM****FIRM/ORGANIZATION INFORMATION**

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, Operator/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR 23.5.

**I. TYPE OF BUSINESS STRUCTURE:** \_\_\_\_\_  
(Non-profit, Corporation, Partnership, Sole Proprietorship, etc.)

If you are a non-profit, please skip Sections II through V and fill in the name of the firm and sign on page 2.

**II. TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):**

**III. RACE/ETHNIC COMPOSITION OF FIRM** (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White				

**IV. PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS**

**ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.

Agency \_\_\_\_\_ M \_\_\_ W \_\_\_ D \_\_\_ DV Expiration Date

Agency \_\_\_\_\_

Agency \_\_\_\_\_

Agency \_\_\_\_\_

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

<b>CBE SANCTIONS</b>
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It's the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as Operator, subcontractors, or supplies in, any county contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any Operator utilizing the services of any person or business as a subcontractors suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **ATTESTATION TO WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for Services Purchase Order Agreement award, vendors shall demonstrate a proven record of hiring GAIN /GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, vendors shall attest to a willingness to provide employed GAIN/GROW participants access to the vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors shall complete, sign, and return with their quotation this form entitled "Attestation of Willingness To Consider GAIN/GROW Participants," Attachment F-4 to this RFQ. Vendors who are unable to meet this requirement shall not be considered for Purchase Order award.

Vendor shall complete all of the following information, sign, at the indicated location, and return this form with its quotation in response to this RFQ:

1. Vendor has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES      \_\_\_\_\_ NO  
(Subject verification by COUNTY)

2. Vendor is willing to consider GAIN /GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that vendor is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

If YES, state the name and phone number of the person whom the COUNTY may contact to refer GAIN/GROW participants

\_\_\_\_\_.

3. Vendor is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.

\_\_\_\_\_ YES      \_\_\_\_\_ NO      \_\_\_\_\_ N/A (program not available)

VENDOR

\_\_\_\_\_  
(Type or Print Name of Firm)

By \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Type or Print Title: \_\_\_\_\_

**OPERATOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY  
AGREEMENT**

**GENERAL INFORMATION**

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

**ACKNOWLEDGMENT OF EMPLOYER**

- ! I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.*
- ! I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- ! I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- ! I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.*

\_\_\_\_\_ ***(Initial and Date)***

**CONFIDENTIALITY AGREEMENT**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare participant records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by \_\_\_\_\_ for the County.

**OPERATOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

**(Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

- ! I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the County of Los Angeles.*
- ! I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- ! I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- ! I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- ! I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ **(Initial and Date)**

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- \$ California Work Opportunity and Responsibility for Kids (CalWORKs)
- \$ Los Angeles County General Relief (GR) Program
- \$ California Medi-Cal Program
- \$ Food Stamps (FS) Program
- \$ Social Services to Adults, Children, and Families
- \$ Supervision of Children Placed in Foster Care
- \$ Cuban/Haitian Entrant Program (CHEP)
- \$ Refugee Resettlement Program (RRP)
- \$ Special Circumstances (SC)
- \$ Repatriate (REPAT) Program

**OPERATOR EMPLOYEE ACKNOWLEDGMENT AND**  
**CONFIDENTIALITY AGREEMENT**

(Continued)

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the County will screen Operator employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: \_\_\_\_\_  
(Operator Employee's Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please Print Operator Employee's Name)

Social Security Number: \_\_\_\_\_

Working Title: \_\_\_\_\_

Original:       Operator  
Copy:           Contract Employee





**ATTACHMENT D-7 Through D-10**  
**OPERATOR' BUDGET**

**START-UP BUDGET**  
(First \_\_\_\_ Months of Year 1)

FOR \_\_\_\_\_ CHILD CARE CENTER

<u>START-UP FUND SOURCES</u>	<u>CASH</u>	<u>IN-KIND</u>
Bank Loan	\$ _____	_____
Operator's Own Funds	\$ _____	_____
Other	\$ _____	_____
<b>TOTAL START-UP FUND SOURCES</b>	<b>\$ _____</b>	

<u>EXPENDITURES</u>	<u>CASH</u>	<u>IN-KIND</u>
Salaries	\$ _____	_____
Person (s) who plan and implement(s) start-up period	\$ _____	_____
Staff employed before children are enrolled	\$ _____	_____
Fringe benefits ____%	\$ _____	_____
Training of new staff	\$ _____	_____
Contract services and consultants	\$ _____	_____
Lawyer _____	\$ _____	_____
Other _____	\$ _____	_____
<u>Operator-Provided Equipment</u>		
Appliances	\$ _____	_____
Equipment/Furniture	\$ _____	_____
<u>Other</u>	\$ _____	_____
<b>TOTAL EXPENDITURES</b>	<b>\$ _____</b>	



**HAWTHORNE PROJECTED ANNUAL BUDGET - YEAR 1****(Post Start-up Year 1)****INCOME**

<b><u>FEES</u></b>	<b><u>PER CHILD PER YEAR</u></b>	<b><u>CHILDREN</u></b>	<b><u>TOTAL</u></b>
12 - Infants	\$ _____	x _____	\$ _____
12 - Toddlers (18-36 mos)	\$ _____	x _____	\$ _____
64 - Preschoolers	\$ _____	x _____	\$ _____
12 - School-age	\$ _____	x _____	\$ _____
Admission Fees (one time fee)	\$ _____	x _____	\$ _____
Overtime and Other Fees	\$ _____	x _____	\$ _____
Other Resources to Assist Low Income Families	\$ _____	x _____	\$ _____
<b>TOTAL INCOME</b>	\$ _____		

**EXPENSES****STAFFING EXPENSES:**

TOTAL STAFFING EXPENSES \$ \_\_\_\_\_

% OF TOTAL EXPENSES \$ \_\_ (\_\_\_\_\_%)\_\_

**VARIABLE OPERATING EXPENSES**

Food	\$ _____
Permits & Licenses	\$ _____
Insurances	\$ _____
Field Trips	\$ _____
Professional Services (music, gym, parenting classes)	\$ _____
Others	\$ _____

**TOTAL EXPENSES** \$ \_\_\_\_\_**PROFIT** \$ \_\_\_\_\_

**HAWTHORNE PROJECTED ANNUAL BUDGET - YEAR 2****INCOME**

<b><u>FEES</u></b>	<b><u>PER CHILD PER YEAR</u></b>	<b><u>CHILDREN</u></b>	<b><u>TOTAL</u></b>
12 - Infants	\$ _____	x _____	\$ _____
12 - Toddlers (18-36 mos)	\$ _____	x _____	\$ _____
64 - Preschoolers	\$ _____	x _____	\$ _____
12 School-age	\$ _____	x _____	\$ _____
Admission Fees (one time fee)	\$ _____	x _____	\$ _____
Overtime and Other Fees	\$ _____	x _____	\$ _____
Other Resources to Assist Low Income Families	\$ _____	x _____	\$ _____
<b>TOTAL INCOME</b>	\$ _____		

**EXPENSES****STAFFING EXPENSES:**

TOTAL STAFFING EXPENSES \$ \_\_\_\_\_

% OF TOTAL EXPENSES \$ \_\_ ( \_\_\_\_\_ %) \_\_

**VARIABLE OPERATING EXPENSES**

Food	\$ _____
Permits & Licenses	\$ _____
Insurances	\$ _____
Field Trips	\$ _____
Professional Services (music, gym, parenting classes)	\$ _____
Others	\$ _____

**TOTAL EXPENSES** \$ \_\_\_\_\_**PROFIT** \$ \_\_\_\_\_

**HAWTHORNE PROJECTED ANNUAL BUDGET - YEAR 3**

<u>INCOME</u>			
<u>FEES</u>	<u>PER CHILD PER YEAR</u>	<u>CHILDREN</u>	<u>TOTAL</u>
12 - Infants	\$ _____	x _____	\$ _____
12 - Toddlers (18-36 mos)	\$ _____	x _____	\$ _____
64 - Preschoolers	\$ _____	x _____	\$ _____
12 - School-age	\$ _____	x _____	\$ _____
Admission Fees (one time fee)	\$ _____	x _____	\$ _____
Overtime and Other Fees	\$ _____	x _____	\$ _____
Other Resources to Assist Low Income Families	\$ _____	x _____	\$ _____
<b>TOTAL INCOME</b>	\$ _____		

EXPENSESSTAFFING EXPENSES:

TOTAL STAFFING EXPENSES \$ \_\_\_\_\_

**% OF TOTAL EXPENSES** \$ \_\_ ( \_\_\_\_\_ %) \_\_

VARIABLE OPERATING EXPENSES

Food \$ \_\_\_\_\_

Permits & Licenses \$ \_\_\_\_\_

Insurances \$ \_\_\_\_\_

Field Trips \$ \_\_\_\_\_

Professional Services (music, gym,  
parenting classes) \$ \_\_\_\_\_

Others \$ \_\_\_\_\_

**TOTAL EXPENSES** \$ \_\_\_\_\_

**PROFIT** \$ \_\_\_\_\_

**HAWTHORNE PROJECTED ANNUAL BUDGET - YEAR 4**

<u>INCOME</u>			
<u>FEES</u>	<u>PER CHILD PER YEAR</u>	<u>CHILDREN</u>	<u>TOTAL</u>
12 - Infants	\$ _____	x _____	\$ _____
12 - Toddlers (18-36 mos)	\$ _____	x _____	\$ _____
64 - Preschoolers	\$ _____	x _____	\$ _____
12 - School-age	\$ _____	x _____	\$ _____
Admission Fees (one time fee)	\$ _____	x _____	\$ _____
Overtime and Other Fees	\$ _____	x _____	\$ _____
Other Resources to Assist Low Income Families	\$ _____	x _____	\$ _____
<b>TOTAL INCOME</b>	\$ _____		

EXPENSESSTAFFING EXPENSES:

TOTAL STAFFING EXPENSES \$ \_\_\_\_\_

% OF TOTAL EXPENSES \$\_\_ ( \_\_\_\_\_ %) \_\_

VARIABLE OPERATING EXPENSES

Food	\$ _____
Permits & Licenses	\$ _____
Insurances	\$ _____
Field Trips	\$ _____
Professional Services (music, gym, parenting classes)	\$ _____
Others	\$ _____

**TOTAL EXPENSES** \$ \_\_\_\_\_**PROFIT** \$ \_\_\_\_\_



**HAWTHORNE PROJECTED ANNUAL BUDGET - YEAR 5**

<u>INCOME</u>			
<u>FEES</u>	<u>PER CHILD PER YEAR</u>	<u>CHILDREN</u>	<u>TOTAL</u>
12 - Infants	\$_____	x _____	\$_____
12 - Toddlers (18-36 mos)	\$_____	x _____	\$_____
64 - Preschoolers	\$_____	x _____	\$_____
12 - School-age	\$_____	x _____	\$_____
Admission Fees (one time fee)	\$_____	x _____	\$_____
Overtime and Other Fees	\$_____	x _____	\$_____
Other Resources to Assist Low Income Families	\$_____	x _____	\$_____
<b>TOTAL INCOME</b>	\$_____		

EXPENSESSTAFFING EXPENSES:

TOTAL STAFFING EXPENSES \$\_\_\_\_\_

**% OF TOTAL EXPENSES** \$\_\_ (\_\_\_\_\_% )\_\_

VARIABLE OPERATING EXPENSES

Food \$\_\_\_\_\_

Permits & Licenses \$\_\_\_\_\_

Insurances \$\_\_\_\_\_

Field Trips \$\_\_\_\_\_

Professional Services (music, gym,  
parenting classes) \$\_\_\_\_\_

Others \$\_\_\_\_\_

**TOTAL EXPENSES** \$\_\_\_\_\_

**PROFIT** \$\_\_\_\_\_

**ATTACHMENT E**

**COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL  
BUSINESS**

**COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about 4% of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

**WE RECOGNIZE....**

***The importance of small business to the County...***

- ? *in fueling local economic growth*
- ? *providing new jobs*
- ? *creating new local tax revenues*
- ? *offering new entrepreneurial opportunity to those historically under-represented in business*

***The County can play a positive role in helping small business grow....***

- ? *as a multi-billion dollar purchaser of goods and services*
- ? *as a broker of intergovernmental cooperation among numerous local jurisdictions*
- ? *by greater outreach in providing information and training*
- ? *by simplifying the bid/proposal process*
- ? *by maintaining selection criteria which are fair to all*
- ? *by streamlining the payment process*

**WE THEREFORE SHALL:**

1. *Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.*
2. *Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.*
3. *Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.*
4. *Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.*

**ATTACHMENT F**  
**STAFF TURNOVER RATE**

**STAFF TURNOVER RATE**

Please provide information regarding site specific employee turnover (inclusive of voluntary and involuntary terminations). Use the following matrix for each center you operate in Southern California (from Ventura to San Diego Counties). List information pertaining to centers that enroll infants, toddlers and preschool children.

Center Name/Address	Total # of teaching staff at site on 7/1/04	Total # of same staff at the site on 1/1/05	Total # of new teaching staff hired during 7/1/04 - 1/1/05	Total # of administrative staff at site on 7/1/04	Total # of same administrative staff on site on 1/1/05	Total # of administrative staff hired during 7/1/04 - 1/1/05

**ATTACHMENT G**  
**PROJECTED ANNUAL BUDGET**  
**SALARIES & BENEFITS**

**PROJECTED ANNUAL BUDGET**

**SALARIES & BENEFITS**

STAFF	SALARIES		BENEFITS								
	Starting Salary	Proposed Average Salary	Paid Vacation	Paid Prep Time	Health Insurance (Co-payment)	Dental Insurance (Co-payment)	Life Insurance	Child Care Assistance	Other Benefits	Continuing Education	Total
Director											
Asst. Director											
Teacher											
Aide											
Other											

Please describe any additional benefits your organization provides/offers to staff:

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## **ATTACHMENT H**

### **ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**



**ACCEPTANCE OF TERMS AND CONDITIONS AFFIRMATION**

\_\_\_\_\_ hereby affirms that it understands and agrees that  
(Proposer's legal entity name)  
submission of a proposal under the County of Los Angeles, Department of Public Social Services,  
Request for Proposals (RFP) for the operation of a County child care facility, dated \_\_\_\_\_,  
constitutes acknowledgment and acceptance of, and willingness to comply with, all of the terms,  
conditions and criteria contained in the referenced RFP and any addenda thereto.

\_\_\_\_\_  
Signature of Authorized Representative of  
Proposing Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**ATTACHMENT I**  
**CERTIFICATE OF “NO CONFLICT OF INTEREST”**

**CERTIFICATION OF “NO CONFLICT OF INTEREST”**

Section 2.180.010 of the Los Angeles County Code provides that the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist that justify the approval of such contract.

1. Were employed in positions of substantial responsibility in the area of service to be performed under the contract, or
2. Participated in any way in developing the contract or its service specifications;
3. Employees of the County or public agencies for which the Board of Supervisors is the governing body;
4. Profit making firms or businesses in which employees described in subsection (a) serve as officers, principles, partners or major shareholders;
5. Persons who, within the immediately preceding 12 months, come within the provisions of sub-section (a), and who:
6. Profit making firms or businesses in which the former employees described above in subsection (c) serve as officers, principles, partners or major shareholders;
7. Persons or profit making firms or businesses which employed or retained the services of persons described above in (a) or (c) to assist them in the preparation of a bid or proposal.

The proposer hereby certifies that its proposal is not subject to any of the possible disqualifying conditions referenced in sub-sections (a) through (e) above.

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Name and Title of Signer (please print or type)

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Signature

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Date

**ATTACHMENT J**  
**AFFIDAVIT OF OWNERSHIP**

**AFFIDAVIT OF OWNERSHIP**

The undersigned hereby certifies that the following information regarding \_\_\_\_\_  
\_\_\_\_\_ (proposer) is true and correct as of the date set forth below.

1. Form of business organization (i.e., corporation, partnership, sole proprietorship, etc.):

\_\_\_\_\_

2. Names of Officers, Directors, General Partners, Co-owners and their titles:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Stockholders owning more than ten-percent (10%) of the stock of the proposing organization:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Major creditors holding more than five-percent (5%) of the proposing organization's debt:

\_\_\_\_\_

\_\_\_\_\_

5. If not already disclosed above, is the proposing agency, either directly or indirectly, related to or affiliated with the County Child Care Program? If so, please explain:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT K**

**FAMILIARITY OF THE COUNTY  
LOBBYIST ORDINANCE CERTIFICATION**

**FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Name:\_\_\_\_\_  
(please print)

**ATTACHMENT L**

**TRANSMITTAL FORM TO REQUEST  
A SOLICITATION REQUIREMENTS REVIEW**



**TRANSMITTAL FORM TO REQUEST A  
SOLICITATION REQUIREMENTS REVIEW**

(A Solicitation Requirements Review must be received by the County  
within 10 business days of the issuance of the solicitation document)

Vendor Name:	Date of Request:
Project Title:	Project No:

A Solicitation Requirements Review is being requested because the Vendor asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within 10 business days of issuance of the solicitation document.

For each area contested, Vendor must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary)*

Request submitted by:

(Name)

(Title)

**For County use only**

Date Transmittal Received by County:

Date Solicitation Released:

Reviewed by:

Results of Review - Comments:

Date Response sent to Vendor:

**ATTACHMENT M**

**TRANSMITTAL FORM TO REQUEST A  
DISQUALIFICATION REVIEW**

## TRANSMITTAL FORM TO REQUEST A DISQUALIFICATION REVIEW

(A Request for Disqualification must be received by the County  
by the date specified in the Disqualification Letter)

Vendor Name:	Date of Request:
Project Title:	Project No:

As stated in the Disqualification Letter, I am requesting a Disqualification Review. I understand that that this request must be received by the County by the date specified in the Disqualification Letter.

I have attached my detailed letter and all necessary documentation in response to each non-responsive issue(s) that was stated in the Disqualification Letter.

Request submitted by:

\_\_\_\_\_  
(Name) (Title)

### For County use only

Date Transmittal Received by County: \_\_\_\_\_ Date Request Due: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Vendor: \_\_\_\_\_

**ATTACHMENT N**

**TRANSMITTAL FORM TO REQUEST A  
PROPOSED CONTRACTOR SELECTION REVIEW**

## TRANSMITTAL FORM TO REQUEST A PROPOSED CONTRACTOR SELECTION REVIEW

(A Request for a Proposed Contractor Selection Review must be received by the County  
within five business days of the Debriefing Meeting)

Vendor Name:	Date of Request:
Project Title:	Project No:

I am requesting a Proposed Contractor Selection Review based on the assertions shown below. I understand that this request must be received by the County within five business days of the Debriefing Meeting.

My response should have been determined to be the lowest cost, responsive and responsible bid or the highest-scored proposal of one or more of the following reason(s):

- ☐ Department materially failed to follow procedures specified in its solicitation document
- ☐ Department made identifiable mathematical or other errors in evaluating proposals
- ☐ A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation
- ☐ Another basis for review as provided by state or federal law, explain below:

Vendor must explain in detail the factual reasons for the requested review: *(Attach additional pages and supporting documentation as necessary)*

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Request submitted by:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

### For County use only

Date Transmittal Received by County: \_\_\_\_\_ Date of Debriefing Meeting: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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Date Response sent to Vendor: \_\_\_\_\_

**ATTACHMENT O**  
**TRANSMITTAL FORM TO REQUEST**  
**A COUNTY REVIEW PANEL**

**TRANSMITTAL FORM TO REQUEST A COUNTY REVIEW PANEL**

(A Request for a County Review Panel must be received by the County by the date specified in the Proposed Contractor Selection Review Letter)

Vendor Name:	Date of Request:
Project Title:	Project No:

As stated in the Proposed Contractor Selection Review Letter, I am requesting a County Review Panel. I understand that this request must be received by the County by the date specified in the Proposed Contractor Selection Review Letter.

I further understand that only the items listed in the attached letter will be considered at the County Review Panel Meeting. I have included all documents and other material needed to support the assertions.

Please check one:

- ☐ I will have legal counsel at the County Review Panel Meeting
- ☐ I will not have legal counsel at the County Review Panel Meeting

Request submitted by:

\_\_\_\_\_  
(Name) (Title)

**For County use only**

Date Transmittal Received by County: \_\_\_\_\_ Date Request Due: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Date request submitted to the CAO to convene a Panel: \_\_\_\_\_

Date of County Review Panel Meeting: \_\_\_\_\_

Date report due from Panel: \_\_\_\_\_

Date report sent by Department to Vendor: \_\_\_\_\_

Results of Panel Report:

Results of Review - Comments: ☐ Protest Denied ☐ Protest Valid

Comments:

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**ATTACHMENT P**  
**LIST OF DEBARRED CONTRACTORS**



## LIST OF DEBARRED CONTRACTORS

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<b>Vendor Name:</b>	<u>Shobie Enterprises DBA Seahawk Construction</u>		
Principal Owners:	Shamir Ahmad Qazi		
Debarment Start Date:	April 30, 2002	Debarment End Date:	April 30, 2005

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<b>Vendor Name:</b>	<u>Automation Data Solutions</u>		
Principal Owners:	Renee Setero		
Debarment Start Date:	March 4, 2003	Debarment End Date:	March 3, 2006

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<b>Vendor Name:</b>	<u>2X, Inc. a.k.a. LA Internet, Inc.,</u> <u>2X Access</u> <u>Internet Business International</u> <u>(Referred to collectively as "LA Internet")</u>		
Principal Owners:	Ken Reda Albert Reda Louis Cherry		
Debarment Start Date:	September 9, 2003	Debarment End Date:	September 8, 2006

**ATTACHMENT Q**

**IRS NOTICE 1015**



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2003)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 Instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

Notice 1015

(Rev. 12-2003)



**ATTACHMENT R**  
**SAFELY SURRENDERED BABY LAW**